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NEW DELHI, SATURDAY, SEPTEMBER 3, 1988/BHADRA 12, 1910

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

विधि एवं न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 10 अगस्त, 1988

सूचनाएं

का.आ. 2606 --नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री अबुजर एम. उज्जैनी ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे गुजरात राज्य में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(15)/88-न्याय]

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 10th August, 1988

NOTICES

S.O. 2606.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that

application has been made to the said Authority, under rule 4 of the said Rules, by Shri Abuzar M. Ujjaini for appointment as a Notary to practice in Gujarat State.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(15)/88-Judl.]

का.आ. 2607.--नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री एस.ए. सालिवुल अधिवक्ता ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे बम्बई में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

(सं. 5(16)/88-न्या.)

S.O. 2607.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules by Shri S.A. Bhalwal Advocate for appointment as a Notary to practise in Bombay.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(16)/88-Judl.]

नई दिल्ली, 11 अगस्त, 1988

का.भा. 2608.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री चरनजीत सिंह अधिवक्ता ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे जालंधर, पंजाब व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति को नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(17)/88-न्या.]

New Delhi, the 11th August, 1988

S.O. 2608.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Charanjit Singh, Advocate (Retd. Lt. Col.) for appointment as a Notary to practise in Jalandhar (Punjab).

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(17)/88-Judl.]

का.भा. 2609.—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्री हरिदत्त शर्मा, अधिवक्ता, ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे आगरा, उत्तर प्रदेश में व्यवसाय करने के लिए नोटरी के रूप में नियुक्त किया जाए।

2. उक्त व्यक्ति की नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5(18)/88-न्या.]

सिंह, सक्षम प्राधिकारी

S.O. 2609.—Notice is hereby given by the Competent Authority in pursuance of rule 6 of the Notaries, 1956, that application has been made to the said Authority, under rule 4 of the said Rules, by Shri Hari Dutt Sharma, Advocate for appointment as a Notary to practise in Agra, U.P.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this Notice.

[No. F. 5(18)/88-Judl.]

K. D. SINGH, Competent Authority

गृह मंत्रालय

नई दिल्ली, 11 अगस्त, 1988

का.भा. 2610.—अनैष प्रवासी (न्यायाधिकरणों द्वारा निर्धारण) अधिनियम, 1983 की धारा 6 की उपधारा 3 के साथ पठित धारा 15 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारत सरकार, गृह मंत्रालय को दिनांक 26 जुलाई, 1985 की अधिसूचना संख्या 11012/92/85-एन ई-4 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, "तीन सदस्य" शब्दों के स्थान पर "दो सदस्य" शब्द प्रतिस्थापित किये जायेंगे।

[एफ.सं. 11012/62/87-एन ई-IV]

विनय शंकर, संयुक्त सचिव

MINISTRY OF HOME AFFAIRS

New Delhi, the 11th August, 1988

S.O. 2610.—In exercise of the powers conferred by sub section (1) of Section 15 read with sub-section 3 of section 5 of the Illegal Migrants (Determination by Tribunals) Act, 1983, the Central Government hereby makes the following amendments to the notification of the Government of India in the Ministry of Home Affairs No. 11012/92/85-NE. IV dated the 26th July, 1985, namely :—

In the said notification, for the words 'three members' the words 'two members' shall be substituted.

[No. 11012/62/87-NE. IV]

VINAY SHANKAR, Jt. Secy

कामिक लोक शिकायत तथा देश-संरक्षण

(कामिक और प्रशिक्षण विभाग)

नई दिल्ली 12 अगस्त, 1988

आदेश

का. भा. 2611—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, गुजरात राज्य सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के व्यक्तियों की शक्तियों और अधिकारिता का विस्तार निम्नलिखित धाराओं के सम्बन्ध के लिए मध्यपूर्व गुजरात राज्य पर करती है।

(क) प्रायद्वार से प्रमाण पत्र के अध्याय सं. 3:88 तारीख 6-1-1988 से संबंधित भारतीय बंड संहिता, 1860 की धारा 341 और धारा 342 के अधीन दण्डनीय अपराध।

(ख) ऊपर वर्णित एक या अधिक धाराओं और उन्हीं राज्यों से उत्पन्न होने वाले वैसे ही संयुक्त रूप से अनुक्रम में किए गए किसी अन्य अध्याय या अध्यायों के संबंध में या उनसे संश्लेष प्रयत्न दुष्प्रेरण और शङ्कित।

[सं. 228/10/88-ए.पी.डी. 11]

MINISTRY OF PERSONNEL, P.G. & PENSIONS

(Department of Personnel & Training)

New Delhi, the 12th August, 1988

ORDERS

S.O. 2611.—In exercise of the powers conferred by Sub-Section (1) of Section 5, read with Section 6 of the Delhi Special Police Establishment Act, 1946

(No. 25 of 1946) the Central Government with the consent of the Government of State of Gujarat hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Gujarat for investigation of offences as hereunder:—

- (a) Offence punishable under sections 341 and 342 of Indian Penal Code, 1860 relating to Crime No. 3/88 dt. 6-1-1988 of Bhavnagar 'C' Division Police Station.
- (b) Attempts, abetments and conspiracies in relation to or in connection with, one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/10/88-AVD. II-II]

का. प्रा. 2612--केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, आन्ध्र प्रदेश राज्य सरकार की सहमति से, दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकारिता का विस्तार नीचे लिखे अपराधों के अन्वेषण के लिए संपूर्ण आन्ध्र प्रदेश राज्य पर करती है:--

- (क) सी. बी. आई./एच. पी. ई./हैदराबाद ब्रांच आर. सी. सं. 25/88 हैदराबाद तारीख 16-7-86 वाले मामले में जो के. शंकरराव, भूतपूर्व शाखा प्रबन्धक, भारतीय स्टेट बैंक बम्बे पतली श्री बत्ता रॉकट रेड्डी प्रबन्धक, जिला ग्रामीण विकास अधिकरण, बारंगल और अन्यो के विरुद्ध भारतीय संविधान की धारा 120B, 409, 471 के साथ पठित 467, 477क और अप्रत्याशित निवारण अधिनियम 1947 (1947 का केन्द्रीय अधिनियम 2) की धारा 5(1) (घ) के साथ पठित धारा 5(2) के अधीन वर्णनीय अपराधों का अन्वेषण करने के लिए,

- (ख) ऊपर वर्णित एक या अधिक अपराधों और उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही सम्पत्ति के प्रत्यक्ष में किए गए किसी अन्य अपराध या अपराधों के संबंध में या उनसे सम्बन्धित प्रत्यक्ष, धुंधले और अस्पष्टों के अन्वेषणों के लिए।

[संख्या 228/39/87/ए. बी. सी. (ii)]

सीतारामन, अवर सचिव

S.O. 2612.—In exercise of the powers conferred by sub-section (1) of Section 5, read with section 6, of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946) the Central Government, with the consent of the State Government of Andhra Pradesh hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Andhra Pradesh for investigation of offences as hereunder:—

- (a) Offences punishable under sections 120B, 409, 467 read with 471, 477A of Indian Penal Code and 5(2) read with 5(1)(d) of

Prevention of Corruption Act, 1947 (Central Act 2 of 1947) to conduct investigation against Shri K. Shankar Rao, formerly Branch Manager, State Bank of India, Waddepalli, Shri Challa Venkata Reddy, Manager, District, Rural Development Agency, Warangal and others in CBI(SPE) Hyderabad No. 25/86-Hyd. 16-7-1986;

- (b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/39/87-AVD-II]

G. SITARAMAN, Under Secy.

वित्त मंत्रालय

(आर्थिक कार्य विभाग)

बीमा ब्रांच

बीमा

नई दिल्ली, 18 अगस्त, 1988

का. प्रा. 2613--केन्द्रीय सरकार, भारतीय जीवन बीमा निगम वर्ग 3 और वर्ग 4 कर्मचारियों (सेवा के निबंधनों और शर्तों का पुनरीक्षण) नियम, 1986 के नियम 13 के अधिनियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्धारित करती है कि वर्ग 3 और वर्ग 4 के कर्मचारियों में से प्रत्येक को 1 अप्रैल, 1987 को आरम्भ होने वाली और 31 मार्च, 1988 को समाप्त होने वाली अवधि के लिए बोनस के बदले में संवाय, उक्त अधिनियम में के अन्य उपबंधों के अधीन रहते हुए, उसके संवाय के 15 प्रतिशत की दर पर किया जाएगा।

[फा. सं. 2(13)/बीमा-3/88]

जो. एम. शम्भुगम, अवर सचिव (बीमा)

MINISTRY OF FINANCE

(Department of Economic Affairs)

INSURANCE DIVISION

INSURANCE

New Delhi, the 18th August, 1988

S.O. 2013.—In exercise of the powers conferred by sub-rule (2) of rule 13 of the Life Insurance Corporation of India Class III and Class IV Employees (Revision of Terms and Conditions of Service) Rules, 1985, the Central Government hereby determine that, subject to the other provisions of the said sub-rule, the payment in lieu of bonus for the period commencing on the 1st day of April, 1987 and ending with the 31st day of March, 1988 to every Class III and Class IV employee shall be at the rate of 15 per cent of his salary.

[F. No. 2(13)/Ins. III/88]

G. M. SHUNMUGAM, Under Secy.

(Insurance)

(बैंकिंग प्रभाग)
नई दिल्ली 19 अगस्त, 1988

(Banking Division)
New Delhi, the 19th August, 1988

का. भा. 2614.—राष्ट्रीयकृत बैंक (संघ और प्रकीर्ण उपसंघ) योजना, 1980 की धारा 3 की उपधारा (ज) के अनुसरण में केन्द्रीय सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के निदेशक, श्री च. वा. मीरचन्दानी को श्रीमती ताजवर रहमान साहनी के स्थान पर एतद्वारा न्यू बैंक आफ इंडिया के निदेशक के रूप में नियुक्त करती है।

[एक संख्या 9/11/88-बी ओ. -1]
एस. एस. हसूरकर, निदेशक

S.O. 2614.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints Shri C. W. Mirchandani, Director, Ministry of Finance, Department of economic Affairs (Banking Division), New Delhi as a Director of New Bank of India vice Smt. Tajwar Rahman Sahni.

[P. No. 9/11/88-BO I]
S. S. HASURKAR, Director

आयकर विभाग
मुख्य आयकर आयुक्त (प्रशासन) का कार्यालय
कलकत्ता, 1 अप्रैल, 1988
[सं० 9/88-89]

का. भा. 2615:—पूर्व अधिसूचना सं. 7/86-89 दिनांक 1-4-88 को जारी रखते हुए और आयकर अधिनियम, 1961 (1961 का 43) की धारा 120 की उपधारा (1) और (2) द्वारा प्रवृत्त, और भारत सरकार, केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली की अधिसूचना सं. 7842, का. सं. 279/17/88 आई.टी.एस.ओ. 361 (ई) दिनांक 30-3-1988 द्वारा मुझे प्रवृत्त शक्तियों का प्रयोग करते हुए, मैं मुख्य आयकर आयुक्त (प्रशासन) कलकत्ता, एतद्वारा—

- (अ) निदेश देती हूँ कि निम्नलिखित धनुसूची में विनिर्दिष्ट आयकर आयुक्त (अपील), बोर्ड द्वारा जारी और इसमें यथासंशोधित, अधिसूचना द्वारा प्रवृत्त क्षेत्राधिकार के नाते ऐसे क्षेत्रों या ऐसे व्यक्तियों या व्यक्ति-समूहों या ऐसी भाग या भाग-वर्गों या ऐसे मामलों या मामलों के वर्गों के विषय में अपना कार्य करेंगे जिनके विषय में उक्त आयकर आयुक्त (अपील), इस अधिसूचना के जारी होने के ठीक पहले अपना कार्य कर रहे थे।
- (ब) पुनः निदेश देती हूँ कि वे उन आयकर प्राधिकारियों द्वारा पारित सभी आदेशों के विषय में आयकर आयुक्त (अपील), की शक्तियों का प्रयोग करेंगे और तदनुसार कार्य करेंगे, जिनके आदेशों के संबंध में उनके पास कोई अपील 1-4-88 के पहले विचारणीय था। इस बात के होते हुए कि उक्त आयकर प्राधिकारियों, रेंजों, सर्किलों और वार्डों को 31-3-88 से नये पत्रनाम दिये गये हैं, और मानों मूल अधिसूचनाएं जिनके द्वारा उक्त आयकर आयुक्तों (अपील) को क्षेत्राधिकार प्रदान किये गये थे, आयकर प्राधिकारियों के नये पत्रनामों को संबंधित होंगे।
- (स) इसके आगे निदेश देती हूँ कि उक्त आयकर आयुक्त (अपील) उक्त अधिनियम की धारा 124 या 127 के अधीन, बोर्ड द्वारा या मेरे द्वारा बाद में कोई अधिसूचना या आदेश जारी होने तक इस अधिसूचना के अधीन कार्य करेंगे।

धनुसूची

प्रकार और इसके मुख्यालय	31-3-88 तक आयकर वार्ड/सर्किल	आयकर उपायुक्तों के रेंजों के नाम
1	2	3
1. आयकर आयुक्त (अपील)-1 कलकत्ता	1. कंपनी जिला-2 ए से जी वार्ड तक	1. आ०. उपायुक्त रेंज-7
2. आयकर आयुक्त (अपील) 2, कलकत्ता	1. कंपनी जिला-3 ए से जी (वार्ड) तक	1. आ०. उपायुक्त रेंज-2
		2. आ. उपायुक्त विशेष निर्धा. रेंज-1
		3. आ. उपायुक्त निर्धा. रेंज-2
		4. आ. उपायुक्त निर्धा. रेंज-12
3. आयकर आयुक्त (अपील) 3 कलकत्ता	1. कंपनी जिला-4 (ए से जी वार्ड के बाद)	1. आ. उपायुक्त रेंज-12
	2. स्पेशल सर्किल-1	2. आ. उपायुक्त विशेष रेंज-1 व 4
	3. स्पेशल सर्किल-4	3. आ. उपायुक्त रेंज-12 ए
	4. विदेश धनुभाग	4. आ. उपायुक्त निर्धा. रेंज-3
	5. सर्किल 5 व 6	5. आ. उपायुक्त निर्धा. रेंज-13
		6. आ. उपायुक्त रेंज-1
		7. आ. उपायुक्त निर्धा. रेंज-16
4. आयकर आयुक्त (अपील)-7, कलकत्ता	1. कंपनी जिला-5 (ए. डी. ई. व एफ. वार्ड)	1. आ. उपायुक्त रेंज-24
	2. कंपनी जिला-1	2. आ. उपायुक्त निर्धा. रेंज-6
		3. आ. उपायुक्त रेंज-1
		4. आ. उपायुक्त निर्धा. रेंज-1
		5. आ. उपायुक्त निर्धा. रेंज-11
5. आयकर आयुक्त (अपील)-8, कलकत्ता	1. कंपनी जिला-5 (बी वार्ड)	1. आ. उपायुक्त रेंज-24
	2. विशेष सर्किल-6	2. आ. उपायुक्त विशेष रेंज-7
	3. जिला-5 (1)	3. आ. उपायुक्त रेंज-8
	4. जिला-5 (2)	4. आ. उपायुक्त रेंज-9

1	2	3
	5. जिला-विशेष सकिल -3	5. भा. उपायुक्त रेंज-13
	6. जिला-1 (1)	6. भा. उपायुक्त रेंज-16
	7. जिला-1 (2)	7. भा. उपायुक्त रेंज-23
	8. जिला-1 (3)	8. भा. उपायुक्त रेंज-29
	9. जिला-1 (4)	9. भा. उपायुक्त निर्वा. रेंज-13
	10. जिला-8	10. भा. उपायुक्त रेंज-5
	11. एस.एस.सी.-2	
6. आयकर आयुक्त (अपील)-9, कलकत्ता	1. कंपनी जिला-5 (सी बार्ड)	1. भा. उपायुक्त रेंज-24
	2. कंपनी जिला-2 (ए से जी बार्ड के बाव)	2. भा. उपायुक्त रेंज-7
	3. निर्वा. सकिल-9	3. भा. उपायुक्त निर्वा. रेंज-9
7. आयकर आयुक्त (अपील)-10, कलकत्ता	1. कंपनी जिला-3 (ए से जी बार्ड के बाव)	1. भा. उपायुक्त रेंज-2
	2. जिला-2 (2)	2. भा. उपायुक्त रेंज-10
	3. जिला-3 (1)	3. भा. उपायुक्त रेंज-3
	4. एस.एस.सी.-9	4. भा. उपायुक्त रेंज-22
	5. जिला-4 (3)	5. भा. उपायुक्त रेंज-25
		6. भा. उपायुक्त रेंज निर्वा. रेंज-10
8. आयकर आयुक्त (अपील) 14, कलकत्ता	1. सिनेमा सकिल	1. भा. उपायुक्त सिनेमा सकिल रेंज
	2. विशेष सकिल-1	2. भा. उपायुक्त रेंज-5
	3. विशेष सकिल-2 (हुण्डी सकिल)	3. भा. उपायुक्त रेंज-10
	4. प्रोजेक्ट सकिल 1 व 2	4. भा. उपायुक्त सर्वमान रेंज
	5. आसनसोल	5. भा. उपायुक्त रेंज-21
	6. बर्दवान	
	7. हुगली	
	8. वीरभूम	
	9. पुरुलिया	
	10. बांकुरा	
	11. बुर्गपुर	
	12. 24-परगना	
	13. मिर्जापुर	
	14. एस.एस.सी.-7	

यह अधिसूचना 1 अप्रैल, 1988 से लागू होगी।

INCOME TAX DEPARTMENT

(Office of the Chief Commissioner of Income Tax
(Administration))

Calcutta, the 1st April, 1988

[No. 9/88-89]

S.O. 2615.—In continuation of the earlier notification No. 7/88-89 dated 1-4-88 and in exercise of the powers conferred by sub-section (1) and (2) of Section 120 of the Income-tax Act, 1961 (43 of 1961) and in exercise of powers conferred on me by Government of India, Central Board of Direct Taxes, New Delhi, Notification No. 7842 in F. No. 279/17/88-ITJ[S.O. 361(E) dated 30-3-88, I, the Chief Commissioner of Income-tax (Administration) Calcutta, hereby—

- (a) direct that the Commissioners of Income-tax (Appeals) specified in the schedule below

[फा. सं. सी.सी. (ए)/2पी/13/87-88].

श्रीमती एल. रामसुब्रमणियम, मुख्य आयकर आयुक्त (प्रशा.)

shall perform their functions in respect of such territorial areas or of such persons or classes of persons or of such incomes or classes of incomes or of such cases or classes of cases in respect of which the said Commissioner of Income-tax (Appeals) were performing their functions immediately before the commencement of this notification by virtue of the jurisdiction vested in them under notifications issued by the Board from time to time and to the extent modified herein ;

- (b) further direct that they shall exercise the powers and perform the functions of a Commissioner of Income-tax (Appeals) in respect of all orders passed by the Income-tax Authorities, against whose orders an appeal was lying with them prior to 1-4-88 notwithstanding the fact that the said

Income-tax Authorities or the Ranges or the Circles or the Wards have been redesignated after 31-3-88 and as if the original notifications conferring jurisdiction on the said Commissioners of Income-tax (Appeals) referred to the new designations of the said Income-tax Authorities; and

functions under this notification subject to any notification or order that may hereafter be issued by the Board or by me under Sections 124 or Section 127 of the said Act.

- (c) further direct that the said Commissioners of Income-tax (Appeals) shall perform their

SCHEDULE

Charges with Headquarters	Income Tax Wards/Circles as on 31-3-88	Name of the Deputy Commissioners' Ranges
1	2	3
1. Commissioner of Income-tax, Appeals-I, Calcutta	1. Comp. Dist.-II (A to G Wards)	1. D.C., Range-VII
2. Commissioner of Income-tax (Appeals)-II, Calcutta.	1. Comp. Dist. III (A to G Wards)	1. D.C. Range-II. 2. D. C. Spl. Asstt. R-I 3. D.C. Asstt. R-II 4. D.C. Asstt. R-XII.
3. Commissioner of Income-tax, (Appeals)-III, Calcutta.	1. Comp. Dist. IV (other than A to G Wards) 2. Spl. Cir.-I. 3. Spl. Cir.-IV 4. Foreign Section 5. Circles V & VI.	1. D.C. Range-XII. 2. D.C. Spl. R-I & IV. 3. D.C. Range-XIIA. 4. D.C. Asstt. R-III. 5. D.C. Asstt. R-XIII. 6. D.C. Range-I. 7. D.C. Asstt. R-XVI.
4. Commissioner of Income-tax, (Appeals)-VII, Calcutta	1. Comp., Dist. V. (A,D,E & F Wards) 2. Comp. Dist. I	1. D.C. Range-XXIV 2. D.C. Asstt. R-VII 3. D.C. Range-I 4. D.C. Asstt. R-I. 5. D.C. Asstt. R-XI.
5. Commissioner of Income-tax, (Appeals)-VIII, Calcutta.	1. Comp. Dist. V. (B Wards.) 2. Spl. Circle-VI. 3. Dist. V(1) 4. Dist. V(2) 5. Dist. Spl. Cir. III 6. Dist. I(1) 7. Dist. I(2) 8. Dist. I(3) 9. Dist. I(4) 10. Dist. VII 11. SSC-II.	1. D.C. R-XXIV 2. D.C. Spl. R-VI 3. D.C. Range-VIII. 4. D.C. R-IX. 5. D.C. R-XIII 6. D.C. R-XVI 7. D.C. R-XXVIII 8. D.C. R-XXIX 9. D.C. Asstt. R-XIII 10. D.C. R-V.
6. Commissioner of Income-tax (Appeals)-IX, Calcutta	1. Comp. Dist. V. (C Wards) 2. Comp. Dist. II (other than A to G Wards) 3. Asstt. Circle-IX.	1. D.C. R-XXIV 2. D.C. R-VII 3. D.C. Asstt. R-IX
7. Commissioner of Income-tax (Appeals)-X, Calcutta	1. Comp. Dist. III (other than A to G Wards) 2. Dist. II(2) 3. Dist. III(1) 4. SSC-IX. 5. Dist. IV(3)	1. D.C. R-II 2. D.C. R-X 3. D.C. R-III 4. D.C. R-XXII 5. D.C. R-XXV 6. D.C. Asstt. R-X
8. Commissioner of Income-tax (Appeals)-XIV, Calcutta	1. Cinema Circle. 2. Spl. Circle-I. 3. Spl. Circle-II (Hundi Circle) 4. Project Circle I & II 5. Asansol 6. Burdwan 7. Hooghly. 8. Birbhum	1. D.C. Cinema Circle Range. 2. D.C. R-V 3. D.C. R-X 4. D.C. Asansol Range 5. D.C. Burdwan Range 6. D.C. Range-XXI

1

2

3

9. Porulia
10. Bankura
11. Durgapur
12. 24-Parganas
13. Midnapur
14. SSC. VII.

2. This notification shall come into force on and from the 1st day of April, 1988.

[No. CC(A)/2P/13/87-88]

SMT. L. RAMASUBRAMANYAN, Chief Commissioner
of Income-tax

मुख्य आयकर आयुक्त (तकनीकी) का कार्यालय

कलकत्ता, 10 जून, 1988

[नं. 12/88-89]

का.प्र. 2010:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 120 की उप-धारा (1) और (2) द्वारा प्रदत्त शक्तियों का और केन्द्रीय एम्प्लॉय कर बोर्ड, नई दिल्ली की अधिसूचना सं. 7818, का.सं. 187/5/88-आ.टि. (ए.आ.टि.) दिनांक 30-3-1988 द्वारा प्रदत्त शक्तियों का और इन दिशा में मुझे सहायता प्रदान करने वाली अन्य शक्तियों का; प्रयोग करते हुए, और प्रती अधिसूचना सं. 2/88-89, का.सं. सी.सी. (टी) 2पी/13/88-89, दिनांक 1-4-88 की जारी रखते हुए, मैं मुख्य आयकर आयुक्त (तकनीकी), एतद्वारा,—

- (अ) निवेश देता हूँ कि संलग्न अनुसूची के स्तंभ 2 से विनिर्दिष्ट आयकर आयुक्त उन क्षेत्रों, व्यक्तियों या व्यक्ति-समूहों, आय या आय-वर्गों या मामलों या मामलों के वर्गों के विषय में कार्य करेंगे, जिन के विषय में स्तंभ 4 में विनिर्दिष्ट निरीक्षी सहायक आयकर आयुक्त और निरीक्षी सहायक आयकर आयुक्त (निर्धारण) और तथा प्रयोज्य स्तंभ 5 में विनिर्दिष्ट जिला और सफिलो के आयकर अधिकारी 31-3-88 के पूर्व अपनी शक्तियों का प्रयोग कर रहे थे, और जिन शक्तियों का प्रयोग इसके बाद स्तंभ 2 में विनिर्दिष्ट आयकर आयुक्त और आयकर उपायुक्त (निर्धारण) और उनके अधीन निर्धारण अधिकारी करेंगे।
- (ब) निवेश देता हूँ, कि उक्त आयकर आयुक्त उन क्षेत्रों, व्यक्ति-समूहों, आय या आय-वर्गों, मामलों या मामलों के वर्गों पर क्षेत्राधिकार का प्रयोग करेंगे जिन पर वे या उनके अधीन अधिकारी, इस अधिसूचना के लागू होने के पूर्व, क्षेत्राधिकार का प्रयोग करते थे, और जो इस अधिसूचना द्वारा या मुख्य आयकर आयुक्त (प्रशासन) कलकत्ता, द्वारा जारी किसी समसंख्यक तकनीकी अधिसूचना द्वारा किसी अन्य आयकर आयुक्त को विशिष्ट रूप से सौंपे गये हैं।
- (ग) उक्त आयकर आयुक्त को प्राधिकृत करता हूँ कि वे अपने अधीन सभी या कोई आयकर अधिकारी को इन क्षेत्रों, व्यक्तियों या व्यक्ति-समूहों आय या आय-वर्गों मामलों या मामलों के वर्गों के संबंध में इन आदेशों के विनियम के अनुसार, शक्तियों का प्रयोग करने के लिये और कार्य करने के लिये लिखित आदेश दें और साथ ही साथ, ऐसे क्षेत्रों, व्यक्तियों, व्यक्ति-समूहों, आय या आय-वर्गों, मामलों या मामलों के वर्गों के एक रेंज से दूसरे रेंज में या एक निर्धारण अधिकारी से दूसरे निर्धारण अधिकारी को अंतरण के विषय में भी आदेश दें।

2. यह आदेश 20 जून, 1988 से लागू होगा।

मुख्य आयकर आयुक्त (तकनीकी), कलकत्ता की अधिसूचना सं. 12/88-89, दिनांक 1-4-88

की

अनुसूची

क्र.सं. या का.प्र.सं.	नये आयकर उपायुक्त रेंज जिनपर आयकर आयुक्त का क्षेत्राधिकार होगा।	1-4-88 के पहले तकनीकी पूर्व निर्दिष्ट सहायक आयकर आयुक्त के रेंज	1-4-88 के पहले तकनीकी पूर्व जिला/सफिलो
1	2	3	4
1. आयकर आयुक्त, पश्चिम बंगाल-IV, कलकत्ता	रेंज-12 रेंज-8 विशेष रेंज-4 विशेष रेंज-14 विशेष रेंज-13 विशेष रेंज-17	रेंज-XII रेंज-III रेंज-XX (निर्वा.) रेंज-IV (निर्वा.) रेंज-XIV (निर्वा.) रेंज-XV रेंज	कंपनी जिला-IV जिला-III (1) एस.एस.सी.-IV जिला-II (1) (निर्वा.) रेंज-IV (निर्वा.) रेंज-XIV (निर्वा.) रेंज-XV रेंज प्रभाग
आयकर आयुक्त, व.सं.-V, कलकत्ता	रेंज-9 रेंज-4	रेंज-XXIV रेंज-XXVII रेंज-IV	कंपनी जिला-V कंपनी जिला-VI जिला-VII

2	3	4	5
		रैंक XVIII रैंक XXIII	जिला-VI
	संपदा शुल्क उप-नियंत्रण		को-मप. सोवाहटी सचिव
	बिगोव रैंक-5	(मिथी.) रैंक-V	संपदा शुल्क सचिव
3. आयकर आयुक्त प. बं. - VI, कलकत्ता	रैंक-18	रैंक-XXII	(मिथी.) रैंक-V
	रैंक-5	रैंक-V	जिला-III (3)
		रैंक-XXIII	एस. एस. सी. -IX हुवड़ा
		बिगोव रैंक-IX	जिला-VIII
	रैंक-8	बिगोव प्रमुख रैंक-I	सिनेमा सचिव
4. आयकर आयुक्त प. बं. - X, कलकत्ता	रैंक-14	नया रैंक	शूट सचिव
	रैंक-17	रैंक-XXIV	बिगोव सचिव-IX
		रैंक-XXV	बिगोव प्रमुख सचिव-I
		रैंक-XXVII	नया प्रभार
		रैंक-XIV	जिला-IV (1)
5. आयकर आयुक्त प. बं. - XI, कलकत्ता	रैंक-19	रैंक-XIX	जिला-IV (3)
		रैंक-XXI	जिला-IV (2)
	आसनमोल रैंक	आसनमोल रैंक	मविधा (कृष्णनगर)
			मुनिवाबाब (बर्हमपुर)
			एस. एस. सी. - VIII
			24-परगना
			हुगली (बिन्धुपुर) ।
			मिथुनापुर
			हलिबिया ।
			आसनमोल
			बर्दमान
			हुगपुर
			पुर्कलिया
			बांफुरा
			बीरमुनि (मुरी) :

[सं. सी. सी. (टी.) / 2पी/13/88-89]

एस. के. गंगाधर/आय, मुख्य आयकर आयुक्त (तकनीकी)

OFFICE OF THE CHIEF COMMISSIONER OF
INCOME-TAX (TECHNICAL)

Calcutta, the 16th June, 1988

[No. 12/88-89]

S.O. 2616.—In exercise of the powers conferred under sub-section (1) and (2) of Section 120 of the Income-tax Act, 1961 (43 of 1961) and the powers conferred by Notification No. 7818 in F. No. 187/5/88-IT(AI) dated 30-3-88 by the Central Board of Direct Taxes, New Delhi, all other powers enabling me in this behalf, and in continuation to my Notification No. 2/88-89 in F. No. CC(T)/2P/13/88-89 dated 1-4-88, I, the Chief Commissioner of Income-tax (Technical), Calcutta, hereby—

- (a) direct that the Commissioners of Income-tax specified in column 2 of the Schedule annexed hereto shall perform their functions in respect of the areas, persons or classes of persons, incomes or classes of incomes and cases or classes of Cases in respect of which the Inspecting Assistant Commissioners of Income-tax (Assessment) specified in

column 4 and wherever applicable, the Income-tax Officers of Districts and Circles specified in column 5, were exercising their powers prior to 31-3-88 and which powers shall be hereafter exercised by the Deputy Commissioners of Income-tax and Deputy Commissioner of Income-tax (Assessment) specified in column 2 and their subordinate Assessing Officer.

- (b) direct that the said Commissioners of Income-tax shall continue to exercise jurisdiction over such areas, persons or classes of persons, incomes or classes of incomes and cases or classes of cases over which they or their subordinate officers exercised jurisdiction prior to coming into force of this Notification, and which have not been specifically assigned to any other Commissioners of Income-tax, by this Notification or by a corresponding Notification of even date by the Chief Commissioner of Income-tax (Administration), Calcutta: and

(c) authorise the said Commissioners of Income-tax to issue orders in writing for the exercise of the powers and performance of the functions by all or any of the Income-tax authorities who are subordinate to them in respect of such territorial areas or of such persons or classes of persons or of incomes or classes of incomes of such cases or classes of cases as may be specified by them in such orders, including an order

transferring the areas, persons or classes of persons, incomes or classes of incomes, cases or classes of cases from one Range to another Range or from one Assessing Officer to another Assessing Officer.

2. This Order shall take effect from the 20th day of June, 1988.

(No. 11/88-89)

Schedule to Notification No. 12/88-89 of Chief Commissioner of Income-tax (Technical), Calcutta dated 16-6-1988:

Sl. CTO's Charge: No.	New Deputy Commissioner of Income-tax Ranges over which the Commissioner of Income-tax will exercise jurisdiction	Corresponding Old Inspecting Assistant Commissioner of Income-tax Ranges that existed before 1-4-1988	Corresponding of District Circles that existed before 1-4-1988:
1	2	3	5
(1) Commissioner of Income-tax, West Bengal-IV, Calcutta	Range-12 Range-3 Spl. Range-4 Spl. Range-14 Spl. Range-15 Spl. Range-17	Range-XII Range-III Range-XX (Assmt.) Range IV (Assmt.) Range XIV (Assmt.) Range-XV New Range	Comp. Dist-IV District-III(1) SSC-IV District-II(1) (Assmt.) Range-IV (Assmt.) Range-XIV (Assmt.) Range-XV New Charge
(2) Commissioner of Income-tax, West Bengal-V, Calcutta	Range-9 Range-4 Spl. Range-5	Range-XXIV Range-XXVII Range-IV Range-XVIII Range-XXIII Range-XXIII Dy. Controller of ED. (Assmt.) Range-V	Comp. Dist-V Comp. Dist-VI District-VII District-VI C District -VI Co. op. Society Circle Estate Duty Circle (Assmt.) Range-V
(3) Commissioner of Income-tax, West Bengal-VI, Calcutta	Range-18 Range-5 Spl. Range-6	Range-XXII Range-V Range-XXIII Spl. Range-IX Spl. Inv. Range-I New Range	District-III(3) SSC-IX Howrah District-VIII Cinema Circle Jute Circle Spl. Circle-IX Spl. Inv. Circle-I New Charge
(4) Commissioner of Income-tax, West Bengal-X, Calcutta	Range-14 Range-17	Range-XIV Range-XXV Range-XVII Range-XIX	District-IV(1) District-IV(3) District-IV(2) Naida (Krishnagar) Murshidabad (Berhampore)
(5) Commissioner of Income tax, West Bengal XI, Calcutta	Range 19 Asansol Range	Range XIX Range XXI Asansol Range	SSC VII 24-Parganas Hooghly (Chinsurah) Midnapore Haldia Asansol Burdwan Durgapur Purulia Bankura Birbhum (Suri)

[No. CC(T/2P/13/88-89)]

S.K. GANGOPADHYAY, Chief Commissioner of Income tax
(Technical),

मुख्य आयकर आयुक्त (प्रशासन) का कार्यालय

कलकत्ता, 16 जून, 1988

[सं. 11/88-89]

नम. आ. 2617-...-आयकर अधिनियम, 1961 (1961 का 43) की धारा 120 की उप-धारा (1) और (2) द्वारा प्रदत्त शक्तियों का, और केन्द्रीय प्रत्यक्ष कर बोर्ड, नई दिल्ली की अधिसूचना सं. 7818, फा.सं. 187/5/88-आई.टी. (ए. आई.), दिनांक 30-3-1988 द्वारा प्रदत्त शक्तियों का और इस दिशा में मुझे सक्षमता प्रदान करने वाली अन्य शक्तियों का प्रयोग करते हुए, और अपनी अधिसूचना सं. 1/88-89, फा.सं. सी.सी. (ए) 2 पी/13/88-89, दिनांक 1-4-1988 को जारी रखते हुए, मैं मुख्य आयकर आयुक्त (प्रशासन), एतद्वारा—

- (अ) निदेश देती हूँ कि संलग्न अनुसूची के स्तंभ 2 में विनिर्दिष्ट आयकर आयुक्त उन क्षेत्रों, व्यक्तियों या व्यक्ति-समूहों, आय या आय-वर्गों या मामलों या मामलों के वर्गों के विषय में कार्य करेंगे, जिनके विषय में स्तंभ 4 में विनिर्दिष्ट निरीक्षी सहायक आयकर आयुक्त और निरीक्षी सहायक आयकर आयुक्त (निर्धारण) और यथा प्रयोज्य स्तंभ 5 में विनिर्दिष्ट जिला और सबकिलों के आयकर अधिकारी 31-3-88 के पूर्व अपनी शक्तियों का प्रयोग कर रहे थे, और जिन शक्तियों का प्रयोग इसके बाद स्तंभ 2 में विनिर्दिष्ट आयकर उपायुक्त और आयकर उपायुक्त (निर्धारण) और उनके अधीन निर्धारण अधिकारी करेंगे।
- (ब) निदेश देती हूँ कि उक्त आयकर आयुक्त उन क्षेत्रों, व्यक्तियों या व्यक्ति-समूहों, आय या आय-वर्गों, मामलों या मामलों के वर्गों पर क्षेत्राधिकार का प्रयोग करेंगे, जिनपर वे या उनके अधीन अधिकारी, इस अधिसूचना के लागू होने के पूर्व, क्षेत्राधिकार का प्रयोग करते थे, और जो इस अधिसूचना द्वारा या मुख्य आयकर आयुक्त (तकनीकी) कलकत्ता द्वारा जारी किसी समसंख्यक तदनुकूली अधिसूचना द्वारा किसी अन्य आयकर आयुक्त को विशेष रूप से नहीं सौंपे गये हैं।
- (स) उक्त आयकर आयुक्त को प्राधिकृत करती हूँ कि वे अपने अधीन सभी या कोई आयकर प्राधिकारी को इन क्षेत्रों, व्यक्तियों या व्यक्ति-समूहों, आय या आय-वर्गों, मामलों या मामलों के वर्गों के संबंध में इन आदेशों के विनिर्देश के अनुसार, शक्तियों का प्रयोग करने के लिये और कार्य करने के लिये लिखित आदेश दें और साथ ही साथ, ऐसे क्षेत्रों, व्यक्तियों व्यक्ति-समूहों, आय या आय-वर्गों, मामलों या मामलों के वर्गों के एक रेंज से दूसरे रेंज में या एक निर्धारण अधिकारी से दूसरे निर्धारण अधिकारी को अन्तरण के विषय में भी आदेश दें।

2. यह आदेश 20 जून, 1988 से लागू होगा।

मुख्य आयकर आयुक्त (प्रशासन), कलकत्ता की अधिसूचना सं. 11/88-89, दिनांक 16-6-1988 की अनुसूची

सं. आ.आ. प्रचार	नये आयकर उपायुक्त रेंज	1-4-1988 के पहले तदनुकूली पूर्व जिन पर आयकर आयुक्त का क्षेत्राधिकार होगा	1-4-1988 के पहले तदनुकूली पूर्व जिला/सकिल
1	2	3	4
1. आयकर आयुक्त प.बं.-I, कलकत्ता	रेंज-I	रेंज-I विदेशी कंपनी रेंज-I विदेशी कंपनी रेंज-II	कंपनी जिला-I विदेशी अनुभाग विदेशी कंपनी सकिल-I अनिर्वासी सकिल विदेशी कंपनी सकिल-II जलप.इगुडी सिलीगुडी दार्जिलिंग कालिपोम कूच बिहार पश्चिम दिनाजपुर बालदा (निर्धारण) रेंज-I (निर्धारण) रेंज-XI नया प्रचार
	जलप.इगुडी रेंज	जलप.इगुडी रेंज	
	विशेष रेंज-I विशेष रेंज-II विशेष रेंज-7	(निर्धारण) रेंज-I (निर्धारण) रेंज-II नया रेंज	
2. आयकर आयुक्त प.बं.-II, कलकत्ता	रेंज-7 ¹ विशेष रेंज-2 विशेष रेंज-12 विशेष रेंज-10	रेंज-VII (निर्धारण) रेंज-II (निर्धारण) रेंज-XII नया रेंज	कंपनी जिला-III (निर्धारण) रेंज-II विशेष सकिल-III (निर्धारण) रेंज-XII नया रेंज

1	3	4	5
3. आयकर आयुक्त प. बं. -III, कलकत्ता	रेंज-3 विशेष रेंज-3 विशेष रेंज-13 विशेष रेंज-16	रेंज-II (निर्वा.) रेंज-III (निर्वा.) रेंज-XII (निर्वा.) रेंज-XVI	कंपनी जिला-III को-ऑप. हाउसिंग सिकिल विशेष सिकिल-I (निर्वा.) रेंज-III (निर्वा.) रेंज-XIII (निर्वा.) रेंज-XVI
4. आयकर आयुक्त प. बं. VII- कलकत्ता	रेंज-6 रेंज-11 रेंज-20	रेंज-VI रेंज-XI रेंज-XXVI	जिला-III ए सी.एस.सी. जिला-Vए आर.एम.एस.सी. व.पिक विवरणी रिफंड सिकिल ट्रस्ट सिकिल सी.ए. सिकिल इन्स. एजेंट सिकिल विशेष सिकिल-5
5. आयकर आयुक्त प. बं. -VIII, कलकत्ता	रेंज-10 रेंज-13 रेंज-15 विशेष रेंज-8	रेंज-X रेंज-XIII रेंज-XV नया रेंज	जिला-II (2) प्रोजेक्ट सिकिल अण्डमान निकोबार द्वीप समूह जिला-I (1) जिला-I (3) जिला-III (2) नया प्रचार
6. आयकर आयुक्त प. बं. -IX, कलकत्ता	रेंज-8 रेंज-16 विशेष रेंज-9	रेंज-VIII रेंज-IX रेंज-XVI (निर्वा.) रेंज-IX	जिला-V (1) जिला-V (2) जिला-I (2) जिला-I (4) (निर्वा.) रेंज-IX

[सं.सी.सी. (ए)/2सी/13/88-89]

श्रीमती एल. रामसुब्रमनियम, मुख्य आयकर आयुक्त
(प्रशासन)OFFICE OF THE CHIEF COMMISSIONER OF
INCOME TAX (ADMINISTRATION)

Calcutta, the 16th June, 1988

[No. 11/88-89]

S.O. 2617.—In exercise of the powers conferred under sub-sections (1) and (2) of Section 120 of the Income-tax Act, 1961 (43 of 1961) and the powers conferred by Notification No. 7818 in F. No. 187/5/88-IT(A1) dated 30-3-1988 by the Central Board of Direct Taxes, New Delhi, all other powers enabling me in this behalf and in continuation to my Notification No. I/88-89 in F. No. C.C.(A)/2P/13/88-89 dated 1-4-1988 I, the Chief Commissioner of Income-tax (Administration), Calcutta, hereby—

- (a) direct that the Commissioners of Income-tax specified in column 2 of the Schedule annexed hereto shall perform their functions in respect of the areas, persons or classes of persons, incomes or classes of incomes and cases or classes of cases in respect of which the Inspecting Assistant Commissioners of Income-tax and Inspecting Assistant Commissioners of Income-tax (Assessment) specified in column 4 and, wherever

applicable, the Income-tax Officers of Districts and Circles specified in column 5, were exercising their powers prior to 31-3-1988 and which powers shall be hereafter exercised by the Deputy Commissioner of Income-tax and Deputy Commissioner of Income-tax (Assessment) specified in column 2 and their subordinate assessing officers ;

- (b) direct that the said Commissioners of Income tax shall continue to exercise jurisdiction over such areas, persons or classes of persons, incomes or classes of incomes and cases or classes of cases over which they or their subordinate officers exercised jurisdiction prior to coming into force of this Notification, and which have not been specifically assigned to any other Commissioners of Income-tax, by this Notification or by a corresponding Notification of even date by the Chief Commissioner of Income-tax (Technical), Calcutta ; and
- (c) authorise the said Commissioner of Income-tax to issue orders in writing for the exercise

of the powers and performance of the functions by all or any of the Income-tax authorities who are subordinate to them in respect of such territorial areas or of such persons or classes of persons or of incomes or classes of incomes or of such cases or classes of cases as may be specified by them in such orders, including an order trans-

ferring the areas, persons or classes of persons, incomes or classes of incomes, cases or classes of cases from one Range to another Range or from one assessing officer to another assessing officer.

2. This Order shall take from the 20th day of June, 1988.

[No. 11/88-89]

Schedule to Notification No. 11/88 of Chief Commissioner of Income-tax (Administration), Calcutta dated 16-6-1988

Sl. CIT's Charge No.	New Deputy Commissioner of Income-tax Ranges over which the Commissioner of Income-tax will exercise jurisdiction	Corresponding old Inspecting Assistant Commissioner of Income-tax Ranges that existed before 1-4-1988	Corresponding old Districts/Circles that existed before 1-4-1988
1	2	3	4
(1) Commissioner of Income-tax, West Bengal-I, Calcutta	Range-I Jalpaiguri Range Spl. Range-I Spl. Range-II Spl. Range-7	Range-I Fgn. Comp. Range-I Fgn. Comp. Range-II Jalpaiguri Range (Assmt.) Range-I (Assmt.) Range-XI New Range	Comp. Dist-I Foreign Section Fgn. Comp. Circle-I Non-Resident Circle Fgn. Comp. Circle-II Jalpaiguri Siliguri Darjeeling Kalimpong Cooch Behar West Dinajpur & Malda (Assmt.) Range-I (Assmt.) Range-XI New Charge
(2) Commissioner of Income-tax, West Bengal-II, Calcutta	Range-7 Spl. Range-2 Spl. Range-12 Spl. Range-10	Range-CII (Assmt.) Range-II (Assmt.) Range-XII New Range	Comp. Dist-II (Assmt.) Range-II Spl. Circle-III (Assmt.) Range-XII New Charge
(3) Commissioner of Income-tax, West Bengal-III, Calcutta	Range-2 Spl. Range-3 Spl. Range-13 Spl. Range-16	Range-II (Assmt.) Range-III (Assmt.) Range-XIII (Assmt.) Range-XVI	Comp. Dist-III Co-op. Housing Circle Spl. Circle-I (Assmt.) Range-III (Assmt.) Range-XIII (Assmt.) Range-XVI
(4) Commissioner of Income-tax, West Bengal-VII, Calcutta	Range-6 Range-11 Range-20	Range-VI Range-XI Range-XXVI	District-IIIA C.S.C. District-VA R.M.S.C. Annual Return Refund Circle Trust Circle C.A. Circle Ins. Agent's Circle Spl. Circle-V

[N. CC(A)/2p/13/88-8
Mrs. L. RAMASUBRAMANYAN, Chief Commissioner of Income-tax
(Administration)]

PAUL BECK. Dy. Chief Controller of
Imports & Exports.

उद्योग मंत्रालय

(रसायन और पदार्थरसायन विभाग)

नई दिल्ली, 9 अगस्त, 1988

शुद्धि पत्र

क्र. अ. 2620 :—निम्नलिखित अनुसूची में खाना 1 से 9 में लिखे हुए शब्दों और संख्या भारत सरकार की अधिसूचना नं. का.अ. 1820 तारीख 3 जून 1988 भारत का राजपत्र भाग II खंड 3(ii) तारीख 18 जून, 1988 पृष्ठ, सं. 2375 से 2389 प्रकाशित हुए अधिसूचना की अनुसूची में छपे हैं। इससे पूर्व निम्नलिखित अनुसूची खाना 10 से 18 में लिखे हुए शब्दों और संख्या पढ़ना।

प्रकाशित किया गया वर्णन

प्रकाशित होने का वर्णन

क्र. नं.	गांव का नाम	तहसील	जिला	स.नं.	हि.नं.	गट. नं.	क्षेत्र
							है. आर.
1	2	3	4	5	6	7	8 9
24	भोम	उरण	रायगढ़	4	4अ (2) पी	--	-- 0-5.3
24	भो	उरण	रायगढ़	4	4अ (1) पी	--	-- 0-14.9

क्र. नं.	गांव का नाम	तहसील	जिला	स.नं.	हि.नं.	गट. नं.	क्षेत्र
							है. आर.
10 11		12	13	14	15	16	17 18
24	भोम	उरण	रायगढ़	4	4अ (2) पी	--	-- 10.1
24	भोम	उरण	रायगढ़	4	4अ (1) पी	--	-- 10.1

[फा. सं. 34027/1:87-पीसी-II]
वहीं, डा. देश पंडे, सचिव प्राधिकारी

MINISTRY OF INDUSTRY

(Department of Chemicals and Petrochemicals)

New Delhi, the 9th August 1988

CORRIGENDUM

S.O. 2620—Read words and figures shown in columns 1 to 9 of the schedule given below appearing in the Schedule annexed to the Government of India Notification No. S.O. 1820 dated 3rd June, 1988 published in the Gazette of India Part II Section 3, Sub-Section (ii) dated 18 June, 1988 as "words figures" shown in columns 10 to 18 of the schedule given below

SCHEDULE

Sl. No.	Name of the village	Tahsil	District	Survey No.	Hissa No.	Gat No.	Area
							H. Ars.
1	2	3	4	5	6	7	8 9
24	Bhom	Uran	Raigad	4	4A (2) P	--	-- 5.3
24	Bhom	Uran	Raigad	4	4A (1) P	--	-- 14.9
Sr. No.	Name of the village	Tahsil	District	Survey No.	Hissa No.	Gat No.	Area
							H. Ars.
10	11	12	13	14	15	16	17 18
24	Bhom	Uran	Raigad	4	4B (2) P	--	-- 10.1
24	Bhom	Uran	Raigad	4	4B (1) P	--	-- 10.1

[File No. 34027/1/87-PC-III]
V.D. DESHPANDE, Competent Authority

(कंपनी कार्य विभाग)

नई दिल्ली, 18 अगस्त, 1988

का.आ. 2621:—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा भाउदन स्विचगियर लिमिटेड, जिसका पंजीकृत कार्यालय पो. बाई नं. 114, अवादी रोड, एम्बतूर इन्डस्ट्रियल एस्टेट, मद्रास-600058 में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के अध्याय-3 के भाग क अध्याय के उपबन्ध अब लागू नहीं होते हैं (पंजीकरण संख्या-1918/84)

[सं. 16/12/88-एम.-3]

केवल कृष्ण, अवर सचिव

(Department of Company Affairs)

New Delhi, the 18th August, 1988

S.O. 2621.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Southern Switchgear Limited having its registered office at Post Bag No. 114, Avadi Road, Ambattur Industrial Estate, Madras 600 058, the said undertakings being undertakings to which the provisions of part-A Chapter III of the said Act no longer apply. (Registration No. 1918/84).

[No. 16/12/88-M III]
KEWAL KRISHAN, Under Secy.

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 2 अगस्त, 1988

का.आ. 2622:—केन्द्रीय सरकार, को यह प्रतीत होता है कि इससे उपायध्व अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने को संभावना है।

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है।

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. राजस्व 69/87, तारीख 5-11-1987 का निरीक्षण सेंट्रल कोलफील्ड्स लि., राजस्व अनुभाग, दरभंगा हाउस, रांची-834001 (बिहार) के कार्यालय में या उप आयुक्त, हजारीबाग (बिहार) के कार्यालय में अथवा कोयला निबंधक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता-700 001 के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितवद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर, राजस्व अधिकारी सेंट्रल कोलफील्ड्स लि. दरभंगा हाउस, रांची को भेजेंगे।

अनुसूची

लपंगा ब्लॉक विस्तार-3

दक्षिणी करनपुरा, कोलफील्ड्स

जिला हजारीबाग (बिहार)

पूर्वेक्षण के लिए अधिसूचित भूमि दर्जित करते हुए

क्र. सं.	ग्राम	थाना	थाना सं.	जिला	क्षेत्र एकड़ में	टिप्पणी
1.	चौराधारा	रामगढ़	55	हजारीबाग	83.00	भाग
2.	लपंगा		56		29.50	..

कुल क्षेत्र: 12.50 एकड़
(लगभग) या
45.53 हेक्टर
(लगभग)

सीमा वर्णन:

- क-ख रेखा चौराधारा और लपंगा ग्रामों से होकर गुजरती है, जो कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 की धारा 9(1) के अधीन अर्जित लपंगा ब्लॉक विस्तार के साथ सम्मिलित सीमा बनाती है।
- ख-ग/ग/1-घ रेखा लपंगा ग्राम से होकर गुजरती है।
रेखा ग्राम लपंगा से होकर और कंकणी नदी से होकर भी गुजरती है और बिन्दु "ब" पर मिलती है।
- घ-ङ रेखा ग्राम चौराधारा में कंकणी नदी की उत्तरी सीमा के साथ-साथ जाती है।
- ङ-च-छ-क रेखा ग्राम चौराधारा से होकर गुजरती है और बिन्दु "क" पर मिलती है।

[संख्या 43015/5/88-एल एस डब्ल्यू]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 2nd August, 1988

S.O. 2622—Whereas it appears to the Central Government that coal is likely to be obtained from the land mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan No. Rev/69/87 dated 5-11-87 of the area covered by this notification may be inspected in the office of the Central Coal fields Limited, Revenue Section, Darbhanga House, Ranchi—834001 (Bihar) or in the Office of the Deputy Commissioner, Hazaribagh (Bihar) or in the Office of the Coal Controller, I, Council House Street, Calcutta-700001.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section 7 of section 13 of the said Act to the Revenue Officer, Central Coalfields Limited, Darbhanga House, Ranchi within ninety days from the date of the publication of this notification.

SCHEDULE

**LAPANGA BLOCK EXTN. III
SOUTH KARANPURA COALFIELD
DISTRICT HAZARIBAGH (BIHAR)**

Showing land notified for prospecting

Serial No.	Village	Thana	Thana Number	District	Area in acre	Remarks
1.	Chordhara	Rangarh	55	Hazari-bagh	83.00	Part
2.	Lapanga	"	56	"	29.50	"
Total area : 112.50 acres (approximately) or 45.53 hectares (.)						

BOUNDARY DESCRIPTION :

A-B	line passes through villages Chordhara and Lapanga (which forms common boundary with Lapanga Block Extn, acquired u/s 9(1) of the Coal Bearing Areas (Acquisition and Development) Act, 1987.
B-C-C/I	lines pass through village Lapanga.
C/I-D	line passes through village Lapanga and also through River Kankani and meets at point 'D'.
D-E	line passes along northern boundary of river Kankani in village Chordhara.
E-F-G-A	line pass through village Chordhara and meets at point 'A'.

[No. 43015/5/88-LSW]

नई दिल्ली, 10 अगस्त, 1988

राष्ट्रिय पत्र

का. प्रा. 2623 :- भारत सरकार के राजपत्र तारीख 19 मार्च, 1988 के भाग-II, खंड-3, उपखंड (ii) में पृष्ठ क्रमांक 863 से 864 तक प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) का अधिसूचना का.प्रा.सं. 301 तारीख 5 फरवरी, 1988 में—

पृष्ठ क्रमांक 863 पर —

अधिसूचना में

प्रथम पंक्ति—“बांकी सुरक्षा ब्लॉक का साउथ एक्सटेंशन ब्लॉक”

के स्थान पर

बांकी सुरक्षा ब्लॉक का साउथ एक्सटेंशन ब्लॉक पड़े।”

द्वितीय पंक्ति—कोयला कोयला क्षेत्र के स्थान पर कोयला कोयला क्षेत्र पड़े।

पृष्ठ क्रमांक 864 पर—

सीमा वर्णन में

क-ख रेखा—गुजराती के स्थान पर गुजराती पड़े;

ग-घ रेखा—कुसमुंडा के स्थान पर कुसमुंडा पड़े।

[नं. 43015/22/87-एल.एस. डब्ल्यू.]

बी. बी. राय, अवर सचिव

New Delhi, the 10th August, 1988

CORRIGENDUM

S.O. 2623.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No.

S.O. 301 dated the 5th February, 1988 published at pages 854 and 865 of the Gazette of India, Part II, Section 3, Sub-section (ii) dated the 19th March, 1988, at page 685 in the Schedule, for “Sur-kachhar Block”, read “Surakachhar Block”.

[No. 43015/22/87-LSW]
B. B. RAO, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 18 अगस्त, 1988

का. प्रा. 2624 :-—केन्द्रीय सरकार ने भारतीय प्रायुर्विज्ञान परिषद् अधिनियम, 1956 (1956 का 102) की धारा 3 की उपधारा (1) के खंड (क) के अनुसरण में और बिहार सरकार के परामर्श से, डा. गोपाल कृष्ण, प्राद संयुक्त निदेशक, चिकित्सा शिक्षा, बिहार सरकार को, इस अधिसूचना के जारी करने की तारीख में भारतीय प्रायुर्विज्ञान परिषद् का सदस्य नामनिर्दिष्ट किया है:

अतः, अत्र, केन्द्रीय सरकार उक्त अधिनियम की धारा 3 की उपधारा (1) के उपबन्धों के अनुसरण में, स्वास्थ्य, मंत्रालय की अधिसूचना सं. का. प्रा. 138, तारीख 9 जनवरी, 1960 का निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, “धारा 3 (1) (क) के प्रवीन नामनिर्दिष्ट” शीर्षक के नीचे, क्रम संख्यांक 13 और उसने सर्वोच्च, प्रविष्टि के स्थान पर निम्नलिखित क्रम संख्यांक और प्रविष्टि रखी जाएगी, अर्थात् :—

“13. डा. गोपाल कृष्ण प्रसाद,
संयुक्त निदेशक, चिकित्सा शिक्षा
बिहार सरकार
पटना।”

[सं. बी. 11033/14/87-एम.ई. (पी)]

प्रा. श्रीनिवासन, अवर सचिव

MINISTRY OF HEALTH AND FAMILY

WELFARE

New Delhi, the 18th August, 1988

S.O. 2624.—Whereas the Central Government in pursuance of clause (a) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956), and in consultation with the Government of Bihar have nominated Dr. Gopal Krishan Prasad, Joint Director, Medical Education, Government of Bihar to be a member of the Medical Council of India with effect from the date of issue of this notification ;

Now, therefore, in pursuance of the provisions of sub-section (1) of section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Ministry of Health No. S. O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the reading “Nominated under section 3(1), for serial number 13 and the entry relating thereto, the following serial number and entry shall be substituted, namely :—

“13. Dr. Gopal Krishan Prasad,
Joint/Director, Medical Education.
Government of Bihar, Patna.”

[No. V. 11013/14/87-ME (P)]

R. SRINIVASAN, Under Secy.

शहरी विकास मंत्रालय
(संपदा निदेशालय)
नई दिल्ली 14 जुलाई, 1988
आदेश

का.पा. 2625 : राष्ट्रपति केन्द्रीय सिविल सेवा (वर्गीकरण नियंत्रण और अपील) नियम, 1965 के नियम 9 के उपनियम (2), नियम 12 के उपनियम (2) के खंड (ख) और नियम 24 के उपनियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देते हैं कि इस आदेश को अनुसूची के स्तंभ 1 में विनिर्दिष्ट साधारण केन्द्रीय सेवा समूह "ग" पदों की वाबत, उक्त अनुसूची के स्तंभ 2 और 3 में विनिर्दिष्ट प्राधिकारी, उक्त अनुसूची के स्तंभ 4 में विनिर्दिष्ट शास्तियों के संबंध में क्रमशः नियुक्त प्राधिकारी और अनुशासनिक प्राधिकारी होंगे।

अनुसूची

भाग 1 साधारण केन्द्रीय सेवा समूह "ग"

पद का वर्णन	नियुक्ति अधिकारी	शास्तियाँ अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्तियाँ जो वह अधिरोपित कर सकेगा (केन्द्रीय सिविल सेवा) वर्गीकरण, नियंत्रण और अपील (नियम, 1965 के नियम 11 की मद संख्याओं के प्रतिनिर्देश से)
1	2	3
संपदा निदेशालय के प्रादेशिक कार्यालयों के लेखाकार	संपदा निदेशक	संपदा निदेशक
		सभी

[सं. ए-12018/1/83-ग.]

आर.एस. चीमा, उपनिदेशक (प्रा.)

MINISTRY OF URBAN DEVELOPMENT

(Directorate of Estates)

New Delhi, the 14 July, 1988

ORDER

S.O. 2625—In exercise of the powers conferred by Sub-rule (2) of rule 9, clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules 1965, the President hereby directs that in respect of the posts in the General Central Service Group 'C' specified in column 1 of the Schedule to this order, the authorities specified in columns 2 and 3 of the said Schedule shall respectively be the Appointing Authority and Disciplinary Authority in regard to the penalties specified in column 4 thereof.

SCHEDULE

PART—I GENERAL CENTRAL SERVICE, GROUP 'C'

Description of post	Appointing authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in Rule 11 of the Central Civil Service (Classification, Control and Appeal) Rules, 1965)
1	2	3
Accountants in the Regional offices of the Directorate of Estates.	Director of Estates	Director of Estates
		All

[N. A-12018/1/83—Region]

R.S. CHEEMA, Dy. Director of Estates.

नागर विमानन तथा पर्यटन मंत्रालय

नई दिल्ली, 19 अगस्त, 1988

का.पा. 2626 :—जबकि तेल और प्राकृतिक गैस आयोग के प्रचालन में तैनात पवन हंस डाफिन हेलीकाप्टर सी.टी.ई.एल.एफ. 12 अगस्त, 1988 को पांडिचेरी समुद्र तट से 10 मील दूर दुर्घटनाग्रस्त हो गया था, जिसके परिणामस्वरूप सभी यात्रियों की (कर्मियों के दो सदस्य और ब्रांड यात्री) मृत्यु हो गई थी,

2126 GI/88—3

और जबकि केन्द्रीय सरकार के लिए यह आवश्यक हो गया है कि जांच समिति द्वारा उक्त दुर्घटना की तुरंत जांच कराई जाए,

अतः अब, वायुयान नियम, 1937 के नियम 74 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा दुर्घटना की परिस्थितियों और संभावित कारणों का पता लगाने के लिए एक जांच समिति का गठन करती है जिसमें निम्नलिखित व्यक्ति होंगे :-

1. एयर मार्शल सी.के.एस. राजे

-- अध्यक्ष

अध्यक्ष, राष्ट्रीय विमानपत्तन प्राधिकरण

2. भारतीय वायु सेना से मनोनीत एक व्यक्ति

-- सदस्य

3. मोमस विज्ञान विभाग (श्री ए. के. मेन —सदस्य
प्रसा, निदेशक)
4. श्री बी. के. चांदना, —सदस्य
क्षेत्रीय विमान सुरक्षा नियंत्रक
5. श्री के. बी. एस. राव, —सचिव
ब्रिगड विमान सुरक्षा अधिकारी महानिदेशालय,
नागर विमानत
- समिति को एक महीने के भीतर अपनी रिपोर्ट प्रस्तुत करनी होगी।

[संख्या एबी-15013/11/88-एमएम
के के भटनगर नि]

MINISTRY OF CIVIL AVIATION

New Delhi, 19th August, 1988

S.O. 2626 —Whereas Pawan Hans Dauphin helicopter VT-ELH while engaged in ONGC operations was involved in an accident on 12th August, 1988 10 miles off the coast of Pondicherry, resulting in the death of all the occupants (two crew and eight passengers).

And whereas, it appears necessary to Central Government that it is expedient to hold an inquiry into the said accident by a Committee of Inquiry.

Now, therefore, in exercise of the powers conferred by Rule 74 of the Aircraft Rules, 1937, the Central Government hereby appoint a Committee of Inquiry composed of the following persons to determine the circumstances of the accident and probable causes leading to the accident :—

- | | |
|------------------------------------------------------------------------------|------------|
| 1. AM C.K.S. Raje, Chairman,
National Airports Authority. | Chairman |
| 2. A nominee from Indian Air Force. | Member |
| 3. Sh. A.K. Sen Sharma, Director,
Regional Meteorological Centre, Madras. | Member |
| 4. Shri V.K. Chandna, Regional
Controller of Air Safety, D.G.C.A. | Member |
| 5. Shri K.V.S. Rao, Senior Air Safety
Officer, D.G.C.A. | Secretary. |

The Committee is required to submit its report within a period of one month.

[No. AV.15013/11/88-SSV]
K. K. BHATNAGAR, Director.

मानव ससाधन विकास मन्त्रालय

वर्षांश दान अधिनियम, 1890 (1890 की 6) के
संबंध में
और

राष्ट्रीय बाल कोष, नई दिल्ली के संबंध में

नई दिल्ली, 11 अगस्त, 1988

का. छा. 2627 :—वर्षांश दान अधिनियम, 1890 (1890 की 6) के खण्ड 4 द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार राष्ट्रीय बाल कोष के प्रबन्ध बोर्ड के निवेदन पर तथा उसकी सहमति से एम्बुडाना प्रादेश जारी करती है कि पांच वर्षीय सावधि कमा निष्ठा से पुनर्निवेश की गई रु. 15,00,000 (केवल पन्द्रह लाख रुपये) को धनराशि भारत सरकार के नृत्कार्पीन समाज कल्याण विभाग की दिनांक 2 मार्च, 1979 की समय-समय पर संशोधित अधिसूचना संख्या

एम. ओ.-120 (ई) के साथ प्रकाशित राष्ट्रीय बाल कोष, नई दिल्ली के प्रशासन के लिए योजना के अनुसार बिनियोग किए जाने के लिए भारतीय धर्मार्थ निधि के कोषाध्यक्ष के अधीन होगी।

[फा. सं. 2-3/85-टी.आर.]
सुमन नायर, प्रवर, सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT (Department of Women and Child Development)

IN THE MATTER OF THE CHARITABLE

ENDOWMENTS ACT 1890 (6 OF 1890)

In the matter of the National Children's Fund, New Delhi

New Delhi, the 11th August, 1988

S.O. 2627.—On the application made by and with the concurrence of the Board of Management of the National Children's Fund, New Delhi, as in exercise of the powers conferred by Section 4 of the Charitable Endowments Act, 1890 (6 of 1890), the Central Government doth hereby order that the sum of Rs. 15,00,000.00 (Rupees fifteen lakhs only) reinvested in 5 Year Post Office Time Deposit Account shall vest in the Treasurer of Charitable Endowments of India to be held by him for being applied in accordance with the scheme for the administration of the National Children's Fund, New Delhi, published with the notification of the Government of India in the then Department of Social Welfare No. S.O. 120(E) dated the 2nd March, 1979, as amended from time to time.

[F. No. 2-3/85-TR]

SUMAN NAYAR, Under Secy.

जन-भूतल परिवहन मंत्रालय

(नौवहन महानिदेशालय)

बम्बई, 11 अगस्त, 1988

(वाणिज्य पोत परिवहन)

का. छा. 2628 :—वाणिज्य पोत परिवहन (नाविक रोजगार कार्य-लय) नियम, 1986 के नियम 3 के साथ पठित, भारत सरकार, जन भूतल परिवहन मंत्रालय की अधिसूचना सं. एम डब्ल्यू/एम डब्ल्यू एस-40/86-एम टी दिनांक 22 अप्रैल, 1988, द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नौवहन महानिदेशक इस अधिसूचना के भासकीय राजपत्र में प्रकाशन की तारीख से दो वर्ष की समयवधि के लिए बम्बई पत्तन पर नाविक रोजगार बोर्ड (विदेशगामी) एतद्वारा नियुक्त करते हैं जिसमें निम्नलिखित सदस्य हैं, अर्थात् :—

- | | |
|------------------------------------------------------------|-------------------------------------------------|
| 1. नौवहन महानिदेशक | } सरकार का प्रतिनिधित्व करने वाले सदस्य |
| 2. उप नौवहन महानिदेशक प्रभारी नाविक रोजगार कार्यालय | |
| 3. अम आयुक्त, बम्बई | |
| 4. सिविल मास्टर, बम्बई | |
| 5. निदेशक, नाविक रोजगार कार्यालय, बम्बई | } पोत स्वामियों का प्रतिनिधित्व करने वाले सदस्य |
| 6. पत्तन स्वास्थ्य अधिकारी, बम्बई | |
| 7. श्री बी. आर. राव (सिंधिया स्टीम नेवीगेशन कं. लि.) | } |
| 8. श्री बी. एम. जोग (भारत राष्ट्रीय पोतस्वामियों का संघठन) | |
| 9. श्री बी. पी. कनिङ (भारतीय नौवहन निगम लिमिटेड) | |

10. श्री बी. एस. कुमाना (मेसर्स किलिक निक्सन लिमिटेड)	पोस स्वामियों का प्रतिनिधित्व करने वाले सदस्य	13. Dr. Leo Barnes.	Members representing seamen,
11. कमोडोर एस. के. जर्मा (मेसर्स फोर्ब्स फोर्ब्स एण्ड कंपनी लिमिटेड)		14. Shri U.M. Almeida.	
12. कप्तान एन. ए. हीरानंदानी (मेसर्स मेकनॉन मैकेंजी एण्ड कंपनी लिमिटेड)		15. Shri M. Moidoo	
		16. Shri M.T. Joseph	
		17. Shri Mohd. Khan Deshmukh	
		18. Shri E. Prabhakaran	
13. डा. लियो बार्नेस	नाविकों का प्रतिनिधित्व करने वाले सदस्य	The Director General of Shipping and the Deputy Director General of Shipping Incharge of the Seamen's Employment Office, Bombay, shall respectively be the Chairman and the Vice Chairman of the aforesaid Board. The Director, Seamen's Employment Office, Bombay shall be the Member Secretary of the aforesaid Board.	
14. श्री यू. एम. अलमैदा			
15. श्री एम. मोइदो			
16. श्री एम. टी. जोसेफ			
17. श्री मोहम्मद खान देशमुख			
18. श्री ई. प्रभाकरन			

नौवहन महानिदेशक और उप नौवहन महानिदेशक प्रभारी नाविक रोजगार कार्यालय, बम्बई, पूर्वोक्त बोर्ड के क्रमशः अध्यक्ष और उपाध्यक्ष होंगे। निदेशक, नाविक रोजगार कार्यालय, बम्बई पूर्वोक्त बोर्ड के सदस्य सचिव होंगे।

[सं. 24(1) सी आर/87]

बम्बई, 19 अगस्त, 1988

(वाणिज्य पोत परिवहन)

MINISTRY OF SURFACE TRANSPORT

(Directorate General of Shipping)

Bombay, the 11 August, 1988

(MERCHANT SHIPPING)

S. O. 2628.—In exercise of the powers conferred by Rule 3 of the Merchant Shipping (Seamen's Employment Offices) Rules, 1986 read with the Notification of the Government of India in the Ministry of Surface Transport No. SW/MWS-40/85-MT dated the 22nd April, 1988, the Director General of Shipping hereby appoints Seamen's Employment Board (Foreign-going) at the Port of Bombay for a period of two years with effect from the date of publication of this notification in the Official Gazette consisting of the following members namely :—

1. The Director General of Shipping.	Members representing Government.	1. प्रधान अधिकांश, नवुदी वाणिज्य विभाग, कलकत्ता	सरकार का प्रतिनिधित्व करने वाले सदस्य
2. The Deputy Director General of Shipping Incharge of the Seamen's Employment Office.		2. उप नौवहन महानिदेशक, प्रभारी नाविक रोजगार कार्यालय	
3. The Labour Commissioner, Bombay.		3. श्रम आयुक्त, पश्चिमी बंगाल, कलकत्ता	
4. The Shipping Master, Bombay.		4. शिपिंग मास्टर, कलकत्ता	
5. The Director, Seamen's Employment Office, Bombay.		5. निदेशक, नाविक रोजगार कार्यालय, कलकत्ता	
6. The Port Health Officer, Bombay.	Members representing Shipowners.	6. पलत स्वास्थ्य अधिकारी, कलकत्ता	पोत स्वामियों का प्रतिनिधित्व करने वाले सदस्य
7. Shri B.R.Rao (Scindia Steam Navigation Col. Ltd.)		7. कप्तान आर. प्रेमचंद, (इण्डिया स्टीमशिप कंपनी लि.) कलकत्ता	
8. Shri V.M. Joag (Indian National Ship-owners' Association)		8. कप्तान के. के. कोटली, (रत्नाकर शिपिंग कंपनी लि., कलकत्ता)	
9. Shri D.P. Karnik (Shipping Corporation of India Ltd.)		9. कप्तान यू. के. गुप्ता, (भारतीय नौवहन निगम लि., कलकत्ता)	
10. Shri D.S. Kumana (M/s. Killick Nixon Ltd.)		10. कप्तान के. बी. कर्करे (मुनेन्द्रा आंतर्राष्ट्रीय लि., कलकत्ता)	
11. Comdr. L.K. Sharma (M/s. Forbes Forbes Campbell & Co.Ltd.)	Members representing Government.	11. श्री आर. सी. जैन, (भारतीय नौवहन निगम लि., कलकत्ता)	सरकार का प्रतिनिधित्व करने वाले सदस्य
12. Capt. N.A. Hiranandani (M/s. Mackinnon Mackenzie & Co.Ltd.)		12. श्री के. घोष, (इण्डिया स्टीमशिप कंपनी लि., कलकत्ता)	
		13. श्री एम. ए. तथीध	
		14. श्री आशुतोष बनर्जी	
		15. श्री एच. कंजीलाख सचन कंजीलाख	
	Members representing Government.	16. श्री विमल कुमार राय	नाविकों का प्रतिनिधित्व करने वाले सदस्य
		17. श्री एम. मोहंन	
		18. श्री मोहम्मद अमीन	

[No. 24(1)CR/87]

प्रधान अधिकारी, समुद्री वाणिज्य विभाग, कलकत्ता और उप निवेशक महानिदेशक, प्रभासी नाविक रोजगार कार्यालय, कलकत्ता पूर्वोक्त बोर्ड के क्रमशः अध्यक्ष, और उपाध्यक्ष होंगे। निदेशक, नाविक रोजगार कार्यालय पूर्वोक्त बोर्ड के सदस्य—सचिव होंगे।

[सं. 25 (1) सीधारा/88]

एम० के० प्रसाद, उप निवेशक महानिदेशक

Bombay, the 19th August, 1988

(MERCHANT SHIPPING)

S. O. 2629:—In exercise of powers conferred by Rule 3 of the Merchant Shipping (Seamen's Employment Offices) Rules, 1986, read with the Notification of Government of India in the Ministry of Surface Transport No. SW/MWS-40/85-MT dated 22nd April, 1988, the Director General of Shipping hereby appoints Seamen's Employment Board (Foreign-going) at the Port of Calcutta for a period of two years with effect from the date of publication of this notification in the Official Gazette, consisting of the following members namely:

- | | | |
|--------------------------------------------------------------------------------------|---|----------------------------------|
| 1. The Principal Officer, Mercantile Marine Department, Calcutta. | } | Members representing Government. |
| 2. The Dy. Director General of Shipping, Incharge of the Seamen's Employment Office. | | |
| 3. The Labour Commissioner, West Bengal, Calcutta. | | |
| 4. The Shipping Master, Calcutta. | | |
| 5. The Director, Seamen's Employment Office, Calcutta. | | |
| 6. The Port Health Officer, Calcutta. | | |
| 7. Capt. R. Premchand (India Steamship Co. Ltd., Calcutta) | } | Members representing Shipowners. |
| 8. Capt. K.K. Kohli (Ratnakar Shipping Co. Ltd., Calcutta) | | |
| 9. Capt. U.K. Gupta (Shipping Corporation of India Ltd., Calcutta) | } | Members representing seamen |
| 10. Capt. K.V. Karkarey (Surrendra Overseas Ltd., Calcutta). | | |
| 11. Shri R.C. Jain (Shipping Corporation of India Ltd., Calcutta) | } | Members representing seamen |
| 12. Shri K. Ghosh (India Steamship Co. Ltd., Calcutta) | | |
| 13. Shri M.A. Sayeed. | } | Members representing seamen |
| 14. Shri Ashutosh Banerjee. | | |
| 15. Shri H. Kanjilal Sadhan Kanjilal | } | Members representing seamen |
| 16. Shri Bimal Kumar Roy | | |
| 17. Shri M. Mohan | } | Members representing seamen |
| 18. Shri Mohammed Jamil | | |

Principal Officer, Mercantile Marine Department, Calcutta and the Dy. Director General of Shipping Incharge of the Seamen's Employment Office, Calcutta shall respectively be the Chairman and the Vice-Chairman of the aforesaid Board.

The Director, Seamen's Employment Office, shall be the Member Secretary of the aforesaid Board.

[25(1)CRA/88]]

N.K. PRASAD, Dy. Director General of Shipping

(परिवहन पक्ष)

नई दिल्ली, 16 अगस्त, 1988

का. मा. 2630.—भूति भारत सरकार के परकासीन परिवहन मंत्रालय (जल-भूतल परिवहन विभाग) (परिवहन पक्ष) की विभाक 24 फरवरी, 1988 की अधिसूचना सं. का. मा. 68(ख) के द्वारा डाक वर्कर्स का प्रतिनिधित्व करने के लिए महास डाक सेवर बोर्ड के सदस्य के रूप में नियुक्त श्री एम कल्याणसुन्दरम का 20 जून, 1988 को निधन हो गया है,

अतः राष केन्द्रीय सरकार डाक वर्कर्स (राजगार का विनियमन) नियम, 1962 के नियम 4 के उप-नियम (5) के अनुसरण में एतद्द्वारा उक्त रिक्ति को अधिसूचित करती है।

[फाइल सं. एन सी-13014/3/88-यू एस (एल)]

(Transport Wing)

New Delhi, the 16th August, 1988

S.O. 2630.—Whereas Shri M. Kalyanasundaram, appointed as a member of Madras Dock Labour Board representing the Dock Workers by the notification of the Government of India in the erstwhile Ministry of Transport (Department of Surface Transport) (Transport Wing) No. S.O. 68(E), dated the 24th February, 1986, has expired on the 20th June, 1988;

Now, therefore, in pursuance of sub-rule (5) of rule 4 of the Dock Workers (Regulation of Employment) Rules, 1962, the Central Government hereby notifies the said vacancy.

[F. No. LB-13014/2/88-US(L)]

(धम प्रभाग)

नई दिल्ली, 18 अगस्त, 1988

का. मा. 2631.—कलकत्ता डाक लिमिटीय और पर्यवेक्षी कर्मकार (नियोजन का विनियमन) स्कीम, 1970 का और संशोधन करने के लिए स्कीम का निम्नलिखित प्रारूप, जिसे केन्द्रीय सरकार, डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, बनाना चाहती है, उक्त उपधारा की व्यवधानुसार ऐसे सभी व्यक्तियों को जानकारी के लिए प्रकाशित किया जाता है, जिनके उससे प्रभावित होने की संभावना है और इसके द्वारा यह सूचना दी जाती है कि उक्त प्रारूप पर उस तारीख से जिसकी उस राजपत्र की इतिहास जिसमें यह अधिसूचना अंतर्भूत है जनता को उपलब्ध करा दी जाती है, वैतानीय दिन की अवधि की समाप्ति पर या उसके पश्चात् विचार किया जाएगा।

किन्ही ऐसे आक्षेपों या सुझावों पर, जो पूर्वोक्त धमधि की समाप्ति से पहले उक्त प्रारूप की बावत किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी।

प्राकप स्कीम

1. (1) इस स्कीम का संक्षिप्त नाम कलकत्ता डाक लिमिटीय और पर्यवेक्षी कर्मकार (नियोजन का विनियमन) संशोधन स्कीम, 1988 है।

(2) यह राजपत्र में प्रकाशन की तारीख की प्रदत्त होगी।

2. कलकत्ता डॉक लिटिरीय और सर्वेक्षणी कर्मचार (नियोजन का विनियमन) स्कीम 1970 में,—

- (क) खंड 6 के उपखंड (1) में,—
- (1) मद (ब) में, "रजिस्ट्रीकृत नियोजक और" शब्दों का लोप किया जाएगा,
 - (2) मद (क) में "समायोजन" शब्द का लोप किया जाएगा।
 - (ख) खंड 7 में, उपखंड (ब) का लोप किया जाएगा,
 - (ग) खंड 10 के उपखंड (क) में "समायोजन" शब्द का लोप किया जाएगा,

(घ) खंड 13 के उपखंड (1) में, मद (ब) के स्थान पर निम्न-लिखित सब रची जाएगी, अर्थात् :—

"(ब) ऐसे व्यक्ति जिन्हें कलकत्ता पोर्ट ट्रस्ट के सहायक अधिकारी द्वारा स्टीवेजर्स के रूप में कार्य करने के लिए अनुमति दी गई है, उन्हें अनुमति के बालू रहने के दौरान स्कीम के अधीन रजिस्ट्रीकृत किया गया माना जाएगा।"

(ङ) खंड 41 के उपखंड (1) की मद (2) की उपमद (ख) में, "बोर्ड" शब्द के स्थान पर जिन दोनों स्थानों पर यह आता है "अध्यक्ष" शब्द रखा जाएगा,

(च) खंड 45, में—

- (1) उपखंड (2) का लोप किया जाएगा और उपखंड (3) (4) और (5) का क्रमः उपखंड (2), (3) और (4) के रूप में पुनःसंयोजित किया जाएगा,
- (2) इस प्रकार पुनःसंयोजित उपखंड (3) में उपखंड "(1), (2) और (3)" शब्दों, कोष्ठकों और अंकों के स्थान पर उपखंड "(1) और उपखंड (2)" शब्द, कोष्ठक और अंक रखे जाएंगे।

[फा. सं. एल. बी. 13013/9/88-एस 1
बी. संकरालिंगम, निदेशक

(Labour Division)

New Delhi, the 18th August, 1988

S.O. 2631.—The following draft of a Scheme further to amend the Calcutta Dock Clerical and Supervisory Workers (Regulation of Employment) Scheme, 1970 which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is hereby published, as required by the said sub-section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the expiry of a period of 45 days from the date on which copies of the Gazette of India containing this notification are made available to public.

Any objections or suggestions which may be received from any person with respect to said draft before the expiry of the aforesaid period will be taken into consideration by the Central Government.

DRAFT SCHEME

1. (1) This Scheme may be called the Calcutta Dock Clerical and Supervisory Workers (Regulation of Employment) Amendment Scheme, 1988.
- (2) It shall come into force on the date of its final publication in the Official Gazette.

2. In the Calcutta Dock Clerical and Supervisory Workers (Regulation of Employment) Scheme, 1970 :—

- (a) in clause 6, in sub-clause (1),—
- (i) in item (d), the words "registered employers and" shall be omitted ;
 - (ii) in item (e), the word "adjusting" shall be omitted ;
- (b) in clause 7, sub-clause (b) shall be omitted ;
- (c) in clause 10, in sub-clause (a), the word "adjusting" shall be omitted ;
- (d) in clause 13, in sub-clause (1), for item (b), the following item shall be substituted, namely :—
- "(b) persons who have been licenced to function as stevedores by the competent authority of Calcutta Port Trust shall be deemed to have been registered under the Scheme during the currency of the licence."
- (e) in clause 41, in sub-clause (1), in item (ii), in sub-item (b), for the word "Board" at both the places where it occurs, the word "Chairman" shall be substituted ;
- (f) in clause 45,—
- (i) sub-clause (2) shall be omitted and sub-clauses (3), (4) and (5) shall be renumbered as sub-clauses (2), (3) and (4) respectively ;
 - (ii) in sub-clause (3) as so renumbered, for the words bracket and figures "sub-clauses (1), (2) and (3)", the words, brackets and figures "sub-clauses (1) and (2)" shall be substituted.

[File No. LB-13013/9/88-LIV]
V. SANKARALINGAM, Director

रेल मन्त्रालय

नई दिल्ली, 10 अगस्त, 1988

फा.जा. 2632 :—भारतीय रेल अधिनियम, 1890 (1890 का अधिनियम 1) के खण्ड 82 बी द्वारा प्रयोजित शक्तियों के उपयोग करते हुए, केन्द्र सरकार श्री के. सी. जार्ज, जिजा न्यायाधीश को 8-7-1988 को दक्षिण रेलवे के मय्यानकोट्टा और पेरीनाड स्टेशनों के बीच गाड़ी नं. 26 आउन बैंगलूर-तिरुवनन्तपुरम एक्सप्रेस का दुर्घटना से उत्पन्न सभी दावों का निपटारा करने के लिए तदर्थ वाया प्रायुक्त के रूप में एतद्द्वारा नियुक्त करती है। उनका मूल्यालय बिल्लोन में होगा।

[सं. 88/ई(ओ) II/1/3]

मतीय मोहन शैल, सचिव, रेलवे बोर्ड एवं
भारत सरकार के पदेन अपर सचिव

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 10th August, 1988

S.O. 2632.—In exercise of the powers conferred by section 82-B of the Indian Railways Act, 1890 (Act IX of 1890), the Central Government hereby appoints Shri K. C. George, District Judge, Kerala as Adhoc Claims Commissioner to deal with all the claims arising out of accident to train No. 26 DN Bangalore-Tiruvandrum Express between Sasthaankotta and Perinad stations of Sou-

thern Railway on 8-7-1988. His Headquarters will be at Quilon.

[No. 88|E (O) II|1|3.]

S. M. VAISH, Secy. Railway Board

ex-officio Addl. Secy.

संसार मंत्रालय

(डाक विभाग)

भोपाल, 8 अगस्त, 1988

का. आ. 2633.—यतः केन्द्रीय सरकार का यह मत है कि श्री एम. के. तिवारी मेलमेन एवं श्री एच. सी. फुलझे सॉर्टिंग प्रसिस्टेन्ट एच. आर. ओ. आर. पी. बिबीजन रायपुर के विरुद्ध विभागीय जांच के प्रयोजन से निम्नलिखित व्यक्तियों को साक्षी के तौर पर मनवाया जाना आवश्यक है—

- (1) श्री एन. के. नायक सेवानिवृत्त अधीक्षक डाकघर दर्जी लाइन करेली जि. नरसिंहपुर म. प्र.

अतः अब केन्द्रीय सरकार विभागीय जांच साक्षियों की उपस्थिति तथा वस्तावेज प्रस्तुतीकरण का प्रवर्तन (अधिनियम 1972) (1972 का 18) की धारा 4 की उपधारा (1) के अधीन एतद्वारा उक्त श्री एम. के. तिवारी मेलमेन एवं श्री एच. सी. फुलझे सॉर्टिंग प्रसिस्टेन्ट आर. पी. बिबीजन रायपुर के विरुद्ध सी. सी. एच. (सी. सी. ए.) नियमावली 1963 के नियम 14 के अंतर्गत विभागीय जांच के संबंध में उक्त अधिनियम की धारा 5 में विनिर्दिष्ट शक्तियों का प्रयोग करने के लिए श्री एच. डी. खटकर सहायक अधीक्षक रेल डाक सेवा सी. एस. ओ. II को जांच प्राधिकारी के रूप में प्राधिकृत करती है।

[डिमी/56/आर.एम.एस.आर.पी./86]

जी. व्ही. एस. राव, पोस्टमास्टर जनरल

MINISTRY OF COMMUNICATION

(Department of Posts)

Bhopal, the 8th August, 1988

S.O. 2633.—Whereas the Central Government is of the opinion that for purpose of the departmental inquiry relating to Shri M. K. Tiwari Mailman and Shri H. C. Fulzele Sorting Assistant HRO RMS RP Divn. Raipur, it is necessary to summon as witnesses the following person.

1. Shri N. K. Nayak, Retired Supdt. of Post Offices Darji Line Kareli at post Kareli Distt. Narsinghpur (M.P.).

Now therefore, in exercise of powers conferred by sub-section (1) of Section (4) of the Departmental enquiry (Enforcement of attendance of witnesses and production of documents) Act 1972 (XVIII of 1972) the Central Government hereby authorises Shri V. D. Khedkar, A.S.R.M. Jabalpur CSO as the inquiring authority to exercise powers specified in section 5 of the said Act in relation to the departmental enquiry under rule 14 of CCS (CCA) Rules 1965 against the said Shri M. K. Tewari, Mailman and Shri H. C. Fulzele Sorting Asstt. Raipur Dn. Raipur.

[No. Disc./56/RMS RP/86]

G. V. S. RAO, Postmaster General

अम संसालय

नई दिल्ली, 12 अगस्त, 1988

मूद्रि पत्र

का. आ. 2634.—तारीख 8 जून, 1985 के भारत के राजपत्र भाग II, खण्ड 3, उपखण्ड (ii) में पृष्ठ 3082 पर प्रकाशित भारत सरकार, अम संसालय के तारीख 25 मई, 1985 की अधिसूचना संख्या का. आ. 2689 की बारडवी पंक्ति में 'साखोल' के स्थान पर 'संखोल' पढ़ें।

[संख्या एस-38013/10/85-एस.एस.-1]

MINISTRY OF LABOUR

New Delhi, the 12th August, 1988

CORRIGENDUM

S.O. 2634.—In the Notification of the Government of India in the Ministry of Labour S.O. 2689 dated the 25th May, 1985, published at page 3082 in the Gazette of India, Part II, Section 3, sub-section (ii) dated the 8th June, 1985, in line 13 for "Sarkhol" read "Sankhol".

[No. S-38013/10/85-SS. 1]

नई दिल्ली, 16 अगस्त, 1988

का. आ. 2635.—मैमर्स सरफेन फीनिशिंग इन्वियुपमेंट कम्पनी लि-100 मद्रास औद्योगिक क्षेत्र, फेज-II, बसली, बांधपुर-342005, राजस्थान (आर.जे./3816) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है, से कर्मचारी अधिष्ठा निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पूरक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायवद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि-द्राव्य राजस्थान को ऐसी विवरणियां भेजेगी और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड क के अधीन समय समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत सेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, सेवाओं का अस्तित्व, निरीक्षण प्रभागों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्य की भाषा में उनकी मुख्य शक्तों का अनुवाद स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भीतर निधि का पत्र ले ही सदस्य है, उसके स्थापन में नियोजक नाम किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम मुख्य वर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेज करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बताये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपलब्ध फायदों में सम्मिलित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो तो उक्त स्कीम के अधीन अतर्जय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर उस स्कीम के अधीन संवेय रकम उस रकम से कम है जो कर्मचारी की उस वृत्ति में संवेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी कोपतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संघाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रदेशिक भविष्य निधि आयुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिगुन अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पत्रों अपना जका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संघाय करने में असफल रहता है और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संघाय में किये गये किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को तो यदि यह छूट म दी गई होती तो, उक्त स्कीम के अंतर्गत होने बीमा फायदों के संघाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संघाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/85/88-एम.एस -2]

New Delhi, the 16th August, 1988

S.O. 2635.—Whereas Messrs. Surface Finishing Equipment Company, E-100, Marudhar Industrial Area, Phase-II, Basni, Jodhpur-342005 Rajasthan (RJ/3816) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees'

Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life

Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/85/82-SS. II]

का.आ. 2636.- मैसर्स श्री मधी विभाग खांड उद्योग सहकारी मंडली लि. पो.म. 5, पो. 394340, जि. सुरत (जी. जे. 1857) (जिसे हमें उसके पश्चात उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रविण उपबन्ध अधिनियम, 1952 का 17, (जिसे हमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा की उपधारा (2क) के अधीन छूट विये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संवाय किये बिना श्री, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप मंडल बीमा स्कीम, 1976 (जिसे हमें इसके पश्चात उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसके उपबन्ध अनुसूची में विनिश्चित शर्तों के अधीन रहते हुए, उक्त स्थापन की तीस शर्त की अधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तनों से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसा सुविधाये प्रदान करेगा जो केन्द्रीय सरकार समस्त समय पर निविष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2-क के खण्ड-क के अधीन समय समय पर निविष्ट करें।

3. सामूहिक बीमा स्कीम के प्रकाशन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय लेखाओं का अन्तरण निरीक्षण प्रभागों का संवाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उन संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसका मूख्य भाषा का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि या अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का प्रभु

हो सरस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरत करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपसंख्या फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन संवाय एकम उस एकम से कम है जो कर्मचारी को उस दशा में संवेद्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिका वारिस/नाम निर्दिष्टि को प्रतिकर के रूप में दोनों एकमों के अन्तर के बराबर एकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों की प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उक्त निरत नारोज के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है और पालिसी को ब्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किये गये किसी व्ययक्रम की वषा में उन मूल तथ्यों के नाम निर्विधियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अस्तित्व होते बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उक्त स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्विधियों/विधिक वारिसों की बीमाकृत एकम का संवाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत एकम प्राप्त हो के एक मास के भीतर सुनिश्चित करेगा।

[सं. एम 35014/84/88/एम.एस. 2]

S.O. 2636.—Whereas Messrs. Shree Madhi Vibhag Khand Udyog Sahkari Mandli Limited, P.B. No. 5, Post Office, Madhi-394340 District Surat ((GJ/857) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life

Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assur-

ance benefits to the nominee or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/84/88-SS. II]

का. घा. 2637. --मैसर्स यमसकरवा डिस्ट्रिक्ट को. घा. लिमिटेड प्रोड्यूसर्स यूनियन लि., पालनपुर 385001 (जी.जे./3560) (जिसे इसमें हमके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण अवस्थ अधिनियम, 1952 की 17 (जिसे इसमें हमके पश्चात् उक्त नियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का संराधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कार्यरत रहते हैं और ऐसे कर्मचारियों के लिए ये कार्यरत बन से अधिक अनुकूल हैं जो कर्मचारी निगम सहजक बीमा स्कीम, 1976 (जिसे इसमें हमके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमेल हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपायक अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी अवसरों के प्रवर्तन से छूट देती है।

अनुमोदी

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रचारों का प्रत्येक साल की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्डक के अधीन समय समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रवर्तन में, जिसके अन्तर्गत लेखाओं का रखा जाता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का प्रक्षरण, निरीक्षण प्रचारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उन्में संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की अनुसूची का भाषा में उनकी मुख्य भाषाओं का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुख्ख दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

ए.र.कि. रकम स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे रहते रहते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को रक्षात्मक फायदों में समचित रूप से वृद्धि दिये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनु-मेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के अपवर्णों में कोई भी संशोधन प्रादेशिक श्रमिप्य निधि आयुक्त गुजरात के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और उनी किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़े कि संभवतः हो, वहां प्रादेशिक श्रमिप्य निधि आयुक्त अपना अनु-मोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम का ए.र.कि. बीमा स्कीम से, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह पाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस निश्चित तारीख के भीतर जो श्रमिप्य जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययस्त हो जाने बिना जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकर की दशा में उन मूल सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का असरवादित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014/82/88-एस.एम.-2]

S.O. 2637.—Whereas Messrs. Baneshkantha District Co-operative Milk Producers Union Limited, P. B. No. 20, Palanpur-385001 (GJ/3560) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

का. भा. 2638-मैसर्स गुजरात बोटलिंग कम्पनी प्रा. लि. रिंग रोड, राखियाल अहमदाबाद-380023 (जी.ए./290-6ए-) जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 की 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् प्रतिदाय या प्रीमियम का भुगतान किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के प्रयोजन के लिए बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश सहज बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसंधेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा-2क द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इसके अन्वये अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों के अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियाँ भेजना और ऐसे लेखा रखना तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करना जो केन्द्रिय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की भवति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3क के खण्ड क के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रभाव में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम का निषेधों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या का आधा में उसका मुख्य बातों का अनुवाद स्थापन के सूचना पत्र पर प्रेषित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पट्टे ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सूचना पत्र करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों का उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुसंधेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन पंक्षेय रकम उस रकम से कम है जो कर्मचारी की उस दशा में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक आरि/ताम निर्देशों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को आता दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पत्र प्रदात चुता है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह जा सकती है।

10. यदि किसी कारणवश नियोजक उस निश्चित तारीख के भीतर जो भारतीय जीवन बीमा निगम निगम करे, प्रीमियम का भुगतान करने में अक्षम रहता है और पाबिसी को व्यपगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में दिये गये किताब भविष्य निधि की दशा में उन मूल सदस्यों के नाम निर्देशितियों में विहित वारिंटों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के अन्तर्गत में नियोजक उक्त स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उनके हस्त/तम निर्देशितियों/किरिह वारिंटों का बीमाकृत रकम का संदाय तत्पश्चात् में और प्रत्येक दशा में भारतीय जीवन बीमा निगम से संबंधित रकम प्राप्त होने के बाद सुनिश्चित करेगा।

[संख्या ए.उ.35014/33-43-ए.उ. 13-2]

S.O. 2638.—Whereas Messrs Gujarat Bottling Company Private Limited, Ring Road, Rokhial, Ahmedabad-380023 (G/2906A) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) or Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees or the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer

of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/83/88-SS. II]

का. प्रा. 2639 --मैमर्स दि गबरकान्पा डिस्ट्रिक्ट को-फा. परचेज एण्ड सेल प्रीमियम लि., हिममतनगर, डिस्ट्रिक्ट सबरकान्पा (जी.जे./4862) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का संशोधन हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिनियम या प्रीमियम का संशय किये बिना ही

भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उपबन्धों में अधिक अनुकूल हैं जो कर्मचारी निवेश महसूस बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् बीमा स्कीम कहा गया है) के अधीन उन्हे अनुमति है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देता है।

अनुसूची

1. उक्त स्थापन के पत्र में निम्नलिखित प्रावित अधिव्य निधि आयुक्त गुजरात को ऐसी विवरणियाँ भेजी और ऐसे लेखा रखे जा विरोधन के लिए ऐसी सुविधाएँ प्रदान किये जा केन्द्रीय सरकार, समन्वयन पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रवेश माग की समाप्ति के 15 दिन के भीतर संदाय किया जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) के अन्तर्गत के अधीन समन्वयन पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रणालन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब फर्मा उक्त संशोधन किया जाए, तब उक्त संशोधन की प्रति तथा बचकान्पाओं की वृद्धिक्रम की भाषा में उक्तों मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का रहने ही सदस्य है, उसके स्थापन से नियोजित किया जाता है, तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम रख करेगा और सुमरी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाए जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने का व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुमति हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर हम स्कीम के अधीन संवेत रहता उस स्कीम से कम है जो कर्मचारी को उस स्कीम में संवेत होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नय निर्देशिका को प्रतिकर के रूप में दोनों स्कीमों के अन्तर्गत प्रदात स्कीम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संगोत्रन प्राविक अधिव्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संगोत्रन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्राविक अधिव्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत व्यवहार देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उक्त सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है

प्रधान नहीं रह जाते हैं या इन स्कीम के सदस्य कर्मचारियों को प्राप्त होने वाले फायदे किसी सीति में कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस निम्न तारीख के बाद जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अनफल रहता है और पाँचवीं को वयगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकर का दश में इन मूल सदस्यों के नाम निर्देशितियों या विविक्त बातों को जो यदि यह छूट न दी गई होती तो, उनका स्कीम के प्रत्येक हिस्से, बीमा लागतों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्वागत के सम्बन्ध में नियोजक उस स्कीम के अर्जा प्राप्त वाले किसी सदस्य की मृत्यु होने पर उसके इच्छाशर नाम निर्देशितियों/विधिक कार्यों की बीमाकृत स्कीम का संदाय तत्परा से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत स्कीम प्राप्त होने के एक मास के भीतर मुनिवित्त करेगा।

[संख्या एम-35014/74/88-एम.एस.-3]

S.O. 2639.—Whereas Messrs. The Sabarkantha District Cooperative Purchase and Sales Union Limited, Himatnagar, District Sabarkantha (GJ/4872) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in

his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. 35014(74)/88-SS. II]

का. प्र. 3640—मैसर्स दि गुप्त इलेक्ट्रिसिटी कम्पनी लि., इलेक्ट्रिसिटी हाऊस, स्टेशन रोड, मुरग-395003 (जी. जे./901) (जिसे हममें हमने पश्चात् उक्त स्थापना कहा गया है) में कर्मचारी अधिपत्य विधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे हममें हमने पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा 2क) के अधीन छूट देने की लिए प्रारम्भ किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापना के कर्मचारी, किसी पृथक् अधिपत्य या प्रीमियम का संदाय बिना ही, भारतीय जीवन बीमा निगम की गारुंटी बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी विशेष मरुब्ज बीमा स्कीम, 1976 (जिसे हममें हमने पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेष हैं,

और केन्द्रीय सरकार, अपने अधिनियम की धारा 17 की उपधारा-2क) द्वारा प्रत्येक कर्मचारी का जीवन काल में छूट देने की उपबन्ध अनुकूल में विविधित शर्तों के अधीन छूट देने उक्त स्थापना को तीन

वर्ष की-प्रवृत्ति के लिए उक्त स्कीम के सभी उपकरणों के तालीम से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखाने तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संसार करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 8-क के खण्ड-क के अधीन समय समय पर निर्दिष्ट करें।

सामूहिक बीमा स्कीम के प्रणाली में जिसके प्रत्येक लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों संदाय आदि की है, होने वाले सभी व्ययों का बहुर नियोजक द्वारा दिया जाएगा।

3. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और उस पर उक्त नियोजन किया जाय, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुपक्षी की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रकाशित करेगा।

4. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नाम दर्ज करेगा और उसकी बायत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

5. यदि उक्त स्कीम के अधीन कर्मचारियों को उल्लेख फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभव है।

6. सामूहिक बीमा स्कीम में किसी काम के होते हुए भी यदि किन्तु कर्मचारी की मृत्यु पर उक्त स्कीम के अधीन संदेय राशि उन स्कीम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारियों के विधिक कारिराना निर्दिष्टों को प्रतिकर के रूप में दोनों स्कीमों के अन्तर के अंतर राशि का संदाय करेगा।

7. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, यथा प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को प्रगता दृष्टिकोण स्पष्ट करने का मुक्तिपुस्तक प्रसार देगा।

8. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा नियम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रखे जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी स्कीम से कम हो जाते हैं, तो वह रद्द की जा सकती है।

9. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा नियम द्वारा दरे, प्रीमियम का संदाय करने में असफल रहता है और पानिनी को बर्तान हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

10. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिकर की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक कारिरानों को जो यदि वह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गण होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

11. उक्त स्थापन के अन्तर्ग में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/ विधिक कारिरानों बीमाहृत स्कीम का संदाय हस्तगत से और प्रत्येक दशा में भारतीय जीवन बीमा नियम से बीमाहृत स्कीम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[चक्र: पृ-35014/75/88-एस.एन-11]

S.O. 2640.—Whereas Messrs The Sural Electricity Company Limited, Electricity House, Station Road, Surat-395003 (GJ/901) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And, whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employee than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/75/88-SS. II]

ना. आ. 264 — मैसर्स अनन्ता सहकारी बैंक लि., 1444 शुक्रवार पेठ पोराली बाजीराव रोड, पुणे-411002 (एम. एच./7059) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक प्रमिदय या प्रमिदय का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये फायदे अन फायदों से अधिकतर नुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है,

इसके केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रवृत्त शक्तियों का प्रयोग करने हुए और इससे अनुसूची में निर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उ.के.का. पुणे को ऐसी विवरणियां भेजना और ऐसे लेखा रखना तथा

निरीक्षण के लिए ऐसी सुविधाएं प्रदान करना जो किन्हीं कारणों, समय-समय पर निर्दिष्ट करें।

2. नियोजक, पुनः निरीक्षण प्रमाणों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संशोधन करें। जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के अन्तर्गत के अधीन समस्त-वसुध पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके धारकों लेखाओं का रख, आता, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रमाणों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा, अनुमोदित सामूहिक बीमा स्कीम के निर्देशों का पालन प्रति धर जब कभी अर्ध-संशोधन किया जाये, तब उन संशोधनों की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य शर्तों का अनुवाद स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पढ़ने ही स्वस्थ है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के स्वस्थ के रूप में उसका नाम उल्लेख दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे अन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संदेय होती जब वह इस स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधि वारिस/गम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त उ.के.का. पुणे के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने में पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देना।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उन नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी की व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

1. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम की वृत्ति में उन मृत सदस्यों के नाम, निर्देशितियों या विधिवत वारिसों को जो यदि यह छूट न हो गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के अधिनियम में निर्धारित और स्कीम के अंतर्गत आने वाले किसी सदस्य या भविष्य होकर उसके हकदार नाम निर्देशनियों/विधिकारियों को बीमाकृत रकम का संवाय तत्पश्चात् में और प्रत्येक वर्षा में भारतीय जीवन बीमा निगम में बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एन 35014/80/88 ए.एन.-II]

S.O. 2641.—Whereas Messrs Janata Sahakari Bank Limited, 1444, Shukrawar Petu, Thosale Bajirao Road, Pune-411002 (MH/7059) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, S.R.O. Pune and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, S.R.O. Pune and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/80/88-SS. II]

का. भा. 2642 मैसर्स मैसर्स फीडबैक प्रा. लि., नन्ददाहो, मैसूर रोड, बंगलूर 560039 (के. एन. 2642 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रशासन उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा 2क के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन कर्मचारी, किसी एक अधिदाय या प्रीमियम या संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निधिप महबूद बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 को उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगा और लेखा रक्षक तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिनों के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 18 की, उपधारा 2क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके सम्बन्धित लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का

संदाय, लेखाओं का अन्तरण, निरीक्षण प्रमारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उन्हें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारी को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम के काम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संयोजन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और वहां किसी संशोधन को कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का यत्नियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भविष्य जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारी को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकता है।

10. यदि किसी कारणवश नियोजक उस नियम तालीख से भीतर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संदाय करने में अक्षम रहता है और पालिसी को व्ययत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तक्रम को दशा में उन भूत सदस्यों नाम निर्देशितियों या पत्रिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस 35014 /76/88-एसएस-2]

S.O. 2642.—Whereas Messrs. Mysore Feeds Private Limited, Nayandahalli, Mysore Road, Bangalore-39 (KN/2642) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance

Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/76/88-SS. II]

का. भा. 2643:—जैसे धावनगे प्रखन को. ओ. बैंक लि. पुना बंगलौर रोड, धावनगे 577002 (के. एन. 8431) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1852 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 को उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निजी बहुबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत है,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाय अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणियां भेजेगी और ऐसे लेखा रखेगी तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगी जो केन्द्रीय सरकार, समय समय पर निश्चित करें।

2. नियोजक, ऐसे निरोक्षण प्रसारों का प्रत्येक नव वर्ष की समाप्ति के 15 दिनों के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) खण्ड का के अधीन समय समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गत निरीक्षण प्रसारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उक्त संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की सीमा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का यह उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का जाने से सदस्य है, उसके स्थापन में नियोजित किया जाता है तो नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उक्त नव वर्ष प्रारंभ दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम की संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध का फायदा बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करे जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वक्ता में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का मुक्तिपुत्र प्रकट करेगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उक्त नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में अग्रगण्य रहता है और पालिसी को व्यवधान हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गये किसी व्यक्तिकर की वक्ता में उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होने। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक उक्त स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कायतान निर्देशनियों/विधिक वारिसों की प्रीमाकृत रकम का संदाय तत्काल से और प्रत्येक वक्ता में भारतीय जीवन बीमा निगम से प्रीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/77/88-एसएम-2]

S.O. 2643.—Whereas Messrs Davangere Urban Co-op. Bank Limited, P'bona-Bangalore Road, Davangere-577002 (KN/8431) (hereafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Fund & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the languages of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving its approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefit to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/77/88-SS. II]

का. भा. 2644:—संसद दि पंजाब स्टेट को-ओ. मिल्क प्रोड्यूसर्स को-ऑरेशन लि., मिल्क प्लांट, जगदांव रोड, लुधियाना, (पी. एन. /4112) (जिससे इसमें इसके पश्चात उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिशय या प्रीमियम का संवाय किये बिना ही भारतीय जीवन बीमा नियम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निम्न सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात उक्त स्कीम कहा गया है) के प्रभोन उन्हें अनुज्ञेय हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उद्भाव्य अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखे रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्त के 15 दिन के भीतर संदाय करेगा, जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खंड-क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अंतर्गत सेवाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, सेवाओं का अन्तरण निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाय, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रकाशित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

SCHEDULE

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपाय कायदे बढाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों की उपाय कायदों में सुधार का से सुविधि देने का जो व्यवस्था करेगा, निम्नो कि कर्मचारियों के लिए उपाय बीमा स्कीम के अधीन उपाय कायदे उा कायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञय है।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी का मृत्यु पर उक्त स्कीम के अधीन संदेय एकत्र उक्त स्कीम से कम है जो कर्मचारी का उक्त दगा में संदेय होता है, उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिभार के रूप में सोना एकत्र के अंतर के बराबर रकम का संदेय करेगा।

8. सामूहिक बीमा स्कीम के उपायों में कोई भी संशोधन प्रादेशिक कम्प्लेक्स निधि यादुवा पंजाब के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां तबोपन में कर्मचारियों के द्वि पद प्रतिकूल प्रभाव पड़ने की संभावना है, वहां प्रादेशिक प्रोवेंड फंड यादुवा अथवा अनुमोदन से पूर्व कर्मचारियों को अथवा दृष्टिकोण स्पष्ट करने का सुनिश्चित अंतर देगा।

9. यदि किसी कारणवश स्थापना के कर्मचारी भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, बिना उपाय करने अथवा चुका अयोग नहीं पड़ जाते हैं या उपाय स्कीम के अयोग कर्मचारियों को प्राप्त होते बाले फायदे किसी रीति से कम हो जाते हैं, तो वह रकम का जा सकती है।

10. यदि किसी कारणवश नियोजक उा निगम नरोक्ष के भीतर जो भारतीय जीवन बीमा निगम निगम करे, प्रतिभार का संदेय करने में, पाठन रहता है और उपाय का व्यवसाय हो जाने किया जाता है तो छूट रकम का जा सकती है।

11. नियोजक द्वारा प्रोवेंड फंड के संदेय में दिये गये किसी व्यक्तिकम की दगा में उक्त मृत मरसों के पास निर्देशितों या विधिक वारिसों की जो यदि वह छूट नदा गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा कायदों के संदेय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक उक्त स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितों/विधिक वारिसों का योगांकन रकम का संदेय उत्तरदायित्व से और प्रत्येक दगा में भारतीय जीवन बीमा निगम से योगांकन रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस - 35014/78/88-एस. एस.-2]

S.O. 2644.—Whereas Messrs The Punjab State Cooperative Milk Producers' Federation Limited, Milk Plant, Jagraon Road, Ludhiana (PN/4112) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (10 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the languages of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under that Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall be before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014/78/88-SS. 11]

का.प्र. 2645 :- भौसर्त दिल्ली स्टेट सिविल सप्लाइज कॉर्पोरेशन लि., किरपा नारायण मार्ग, दिल्ली-110054 (का. एल./7141) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रविण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किन्तु पुष्ट प्रमाण या प्रमाण का संराय किये बना हो, भारतीय जीवन बीमा निगम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निजी सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम का धारा 17 की उपधारा-2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसके उदाहरण अनुसूची में निम्नलिखित शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उद्देश्यों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खंड-क के अधीन समय समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रभासन में, जिसके अंतर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों संवाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरक्षित दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप में वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवेद रकम उस रकम से कम है जो कर्मचारी को उस वृत्ति में संवेद होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उद्देश्यों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिवुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उक्त निगम के नरोक्ष के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्ति-क्रम की वृत्ति में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों का जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशित/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्ति में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/81/88 एस. एस. 2]

S.O. 2645.—Whereas Messrs Delhi State Civil Supplies Corporation Limited, Kirpa Narain Marg, Delhi-110054 (DL/7141) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the languages of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/81/88-SS. II]

का.प्र. 2646--मैसर्स मोनिका इलेक्ट्रॉनिक्स, प्रा. लि., जी ए-2 बी-1, एक्सटेंशन, मोहन कोऑपरेटिव एस्टेट, गोर हाह सूरी मार्ग, मथुरा, रोड, नई दिल्ली-110044 (सी. एल./5042) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकोण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2) के अधीन छूट दिये जाने के लिए प्रार्थना किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक भविष्य या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम से सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निवेश मण्डल बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेष हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीस वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापना के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसी निरीक्षण प्रमारों का प्रत्येक मास को सत्यापन के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3क के खण्ड 2क के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रवासन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रमारों का संदाय प्रावि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों को एक प्रति और जय कभी उन्हें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उचित फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने को व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुजेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उन रकम से कम है जो कर्मचारी को उस वषा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टों को प्रतिकर के रूप में दोनों रकमों के घटकर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि अनुसूची अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के जितने स्थान पहले अपना चुना है खाली नहीं रह गया है या इस स्कीम के यहाँ कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीखके भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में भ्रमरकत रहता है और पालिसी को व्ययगत हो जाने बिना जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्ति-क्रम की दशा में उस मृत सदस्यों के नाम निधितियों या विधिक वारिसों को जो यदि यह छूट न हो गई होती तो, उस स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात्, से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/79/88-एसएस-2]

ए०के० सट्टारदी, अवर सचिव

S.O. 2646.—Whereas Messrs Monica Electronics Private Limited, GA-2, B-1 Extension, Mohan Cooperative Industrial Estate, Sher Shah Suri Marg, Mathura Road, Badarpur, New Delhi-110044 (DL/5042) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the languages of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under that Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption shall be liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014/79/88-SS. II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 16 अगस्त, 1988

का. आ. 2647 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार देना बैंक, के प्रबंधन के गठन नियोजकों और उनके कर्मचारियों के बीच, अनुबंध निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कसकसा के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-8-88 को प्राप्त हुआ था।

New Delhi, the 16th August, 1988

S.O. 2647.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the Dena Bank and their workmen, which was received by the Central Government on the 4th August, 1988.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 11 of 1985

PARTIES :

Employers in relation to the management of Dena Bank,
Calcutta,

AND

Their Workman

PRESENT :

Mr. Justice Sukumar Chaktavarty, Presiding Officer.

APPEARANCES :

On behalf of Employers—Shri P. Aurora, Advocate.

On behalf of Workmen—Shri Manoranjan Bose, Vice-President of the Bengal Provincial Bank Employees' Association.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12012(206)/84-II (A) dated 12 March 1985, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of Dena Bank, Calcutta Regional Office, Calcutta in retiring Shri Sitla Prasad Dubey, Gunman from the service of the Bank on and from 30-4-1984 is justified? If not, to what relief is he entitled?"

2. The case of the Dena Bank Employees' Union, sponsoring the grievance of the workman Shri Sitla Prasad Dubey in brief is as follows: Shri Sitla Prasad Dubey joined at a Gunman under the Regional Manager, Dena Bank (hereinafter referred to as the Bank) in November, 1959 after being released from military service. At the time of appointment Shri Dubey produced the certificate of service issued by the military authorities and as per the said certificate of service his age was 20 years on 3rd November, 1945 showing thereby that his date of birth was 3rd November, 1925. The superannuation age in the service of under the Bank being admittedly 60 years. Shri Dubey was to retire on 30th November, 1985 according to the service conditions of the Bank. The Bank however got the workman, Shri Dubey wrongfully retired with effect from 30th April, 1984 on the allegation that the workman, Shri Dubey at the time of his appointment filed an application under his signature giving the particulars including the date of birth as April, 1924 and that the said date of birth as declared by the workman was accepted and recorded in the service record. The workman after getting the notice of retirement in 1983 on enquiry from the Bank came to know that his date of birth was wrongly recorded as April, 1924 which he did not declare at the time of appointment. The workman then made several representations to the Bank but to no effect. The Union took up the cause of the workman and approached the conciliation officer for conciliation and the failure report of the conciliation officer resulted in the present reference.

3. The contention of the Bank in brief is that Shri Dubey submitted an application for employment in the erstwhile Bank namely, Debkaran Nanjee Banking Company Limited and gave the particulars in the said application including the date of birth as April, 1924. Shri Dubey was appointed as

a Gunman from 2-11-1959. His date of birth as declared was recorded in the service record and he was rightly given the notice of retirement indicating that he would retire with effect from 30th April, 1984. On Shri Dubey's representation for alteration of his date of birth to November, 1925, the Bank asked Shri Dubey to produce the school leaving certificate or certificate of registration of birth or the certificate from the military authority mentioning the exact date of birth out of sympathy although according to the guidelines issued by the Indian Banks' Association, the date of birth once accepted and recorded in the service record is not subject to any alteration. Shri Dubey could not produce any of such certificates and accordingly Shri Dubey was rightly retired with effect from 30th April, 1984.

4. Both parties have given evidence, oral and documentary. WW-1 is the workman, Sitla Prasad Dubey. He has stated in his evidence that he was appointed in the Bank as Gunman on 2nd November, 1959 and the application regarding the particulars of the appointee Ext. M-1 was not filled-up by him although it was signed by him. His further evidence is that at the time of submitting the application Ext. M-1 after putting his signature in Hindi he produced the military service certificate, Ext. W-1. It is an undisputed fact that the workman was in the military service and after his release therefrom he was appointed in the Bank. The workman (WW-1) has further stated in his deposition that the Ext. M-1 containing the particulars of the workman was perhaps filled-up with reference to the military service certificate and that he did not fill-up the application Ext. M-1.

5. It appears from Ext. M-1 that the particulars therein were filled-up in English and that the workman put his signature on Ext. M-1 in Hindi. It further appears from the very form of Ext. M-1 that the same was a typed form of application maintained by the erstwhile Bank, Devkaran Nanjee Banking Company Ltd. which subsequently became the Dena Bank after nationalisation. The form of Ext. M-1 contains different heads of the particulars in respect of the subordinate staff, the space for signature of the Sub-staff and the space for signature of the Branch Manager. The workman has stated in his deposition that he does not know English although the military service certificate Ext. W-1 shows that somehow the workman signed his name in English therein but the manner in which he signed his name in English indicates that he does not know English well. In the circumstances I find substance in the deposition of the workman (WW-1) that he himself did not fill-up the Ext. M-1 in English because the English handwriting in Ext. M-1 appears to be of a man who knows English well. In Ext. M-1 date of birth of the workman has been recorded as April, 1924. The remark column in Ext. M-1 shows that the Military Service Certificate, Ext. W-1 was with the custody of the official of the Bank when Ext. M-1 was filled up and signed by the workman and the Branch Manager. It further appears from the said remark column that the Military Service Certificate was sent by the Bank to the Deputy Commissioner of Police for incorporating his name as retainer of the gun licence. In the Military Service Certificate, Ext. W-1 in which the particulars of Sitla Prasad Dubey were recorded on 3rd November, 1945 shows that the age of Sitla Prasad (the present workman) was 20 years on 3rd November, 1945 when this certificate form was completed.

6. The workman, WW-1 has stated in his evidence that he reported his age as 20 years before the military official who filled-up the Military Service Certificate form at the time of his appointment in military service and that his age was 20 years on 3-11-1945, thereby indicating that his date of birth was 3-11-1925. This evidence further shows that he knows the date of his birth from his mother and accordingly he reported the same at the time of entering into the military service. The evidence further shows that the mother of the workman is no more alive. The workman has no doubt admitted that he has got his elder brother but his evidence shows that his elder brother has been operated in eye. Be that as it may, it is clear from the above discussion that the military service certificate, Ext. W-1 containing the age of the workman was with the Bank when the application, Ext. M-1 was filled-up and counter-signed by the Branch Manager of the Bank. The workman has clearly stated in his evidence that he did not report that his date of birth was April, 1924 when the

application maintained by the erstwhile Bank. Devkaran Bikash Saha, Personnel Officer of the Bank who joined in the Bank's service in 1978, could not establish in his evidence that the application, Ext. M-1 was filled-up by the workman himself or that the same was filled-up on the statement of the workman himself. The application, Ext. M-1 does not also show that the contents of the same written in English, were read-over and explained to the workman who no doubt signed the same in Hindi. The mere signature of the workman in Hindi on Ext. M-1 does not establish that the particulars in Ext. M-1 written in English were recorded on the statement of the signatory concerned, when the said signatory has stated on oath that the contents therein were not written by him nor were filled-up on his own statement.

7. Till before the issue of the notice of retirement dated 28-6-1983, Ext. M-2 there is nothing to show that the workman was informed that his date of birth as recorded in the application, Ext. M-1 was accepted on verification of the same and recorded in his service book. The Bank has not produced any paper to show that the Bank called for any document in support of his alleged date of birth as noted in the application. Ext. M-1, from the workman before the issue of the notice of retirement on 28-6-1983 intimating him that he would retire with the end of March 1984. It appears from one endorsement, of course written in English, perhaps by somebody else on the notice of retirement, Ext. M-2, but signed by the workman in Hindi that the workman wanted to know from the Bank his date of birth his date of birth as per the record of the Bank. It further appears from the evidence adduced in this case that the workman after knowing that his date of birth was recorded as April, 1924 in the record of the Bank, the workman made representation to the Bank showing that his date of birth was 3-11-1925 as per the Military Service Certificate which was produced at the time of his appointment. The Bank on such representation of the workman, asked the workman by their letter dated 7-10-1983, Ext. M-3 to produce the school leaving certificate in support of his date of birth. The Bank's subsequent letter dated 8-12-1983, Ext. M-4 to the workman also shows that the Bank asked the workman to produce the certificate from the Military authority containing the exact date of birth registered in their record, school leaving certificate or the certified copy of the date of birth as recorded in the register of the Municipality or local authority in support of his alleged date of birth on November, 1925. It is an undisputed fact that the workman did not produce any of such certificates but he insisted on that his date of birth as recorded in the Military Service Certificate, Ext. W-1 which was produced by him at the time of his appointment should be taken into consideration in support of his alleged date of birth. The subsequent letter, Ext. M-5 of the Bank to the workman shows that according to the guide lines issued by the Indian Bank's Association, the date of birth once accepted and recorded in the service record is not subject to alteration. But in spite of such guide lines, the Bank asked the workman to produce the certificate as earlier called for in support of his prayer for alteration of date of birth already recorded in Ext. M-1. The letter, Ext. M-6 dated 23-2-1984 of the Bank to the workman finally closed the chapter by saying that the date of birth furnished by the workman at the time of his appointment being accepted and entered in the service record shall not be subject to any alteration. The guide lines as referred to above is Ext. M-8. It appears from the guide lines that the date of birth given by any workman at the time of his appointment, if accepted and recorded in the service record maintained by the Bank shall not be subject to alteration. The word "accepted" presupposes that the authority after getting the declaration from the workman about his date of birth will get the same verified by any supporting document or evidence and that the same would be accepted and after such acceptance if the same is recorded in the service record of the Bank, the same shall not be subject to any alteration. But in the instant case the said guide lines have not been followed. Here the date of birth as noted in the application, Ext. M-1 by some Bank official, even if it be assumed that the said date of birth was noted on the statement of the workman concerned, does not show that the said date of birth was accepted on verification of the same by calling for any document or any other evidence from

the workman concerned. It does not appear also that the Bank did even consult the Military Service Certificate, Ext. W-1 which contained the age of the workman concerned although the said Military Service Certificate was produced by the workman at the time of his appointment and the same was in the custody of the Bank. The evidence on the side of the Bank does not show that the Ext. M-9, is the service record of the workman concerned maintained by the Bank. MW-1, Bikash Saha has stated in his evidence that Ext. M-9 is the Xerox copy of the relevant page of the increment register, so far as it relates to the concerned workman. His evidence further shows that personal file of each and every employee of the Dena Bank was maintained by the Head Office at Bombay. The personal file of the workman concerned has not been produced. This MW-1 further has admitted in his evidence that in Ext. M-1, the date of appointment of the workman has been noted as 2-11-1959 whereas in Ext. M-9 the date of joining of the workman has been noted as 1-11-1959. His evidence further shows that in Ext. M-9, the date of birth of the workman has been noted as 1-4-1924 but in Ext. M-1 the same has been noted as April, 1924. The Ext. M-1 and M-9 bear the testimony to the same. So it appears that there has been some mistake in recording the date of birth and date of appointment in Ext. M-9 if it is compared with Ext. M-1. Be that as it may, I was discussing about the guide lines, Ext. M-8 and I find that the guide lines and even the letters of the Bank like Ext. M-4 and M-5 do not indicate that the date of birth which was not accepted on proper verification of the age cannot be subject to alteration on proper proof supporting such alteration.

8. The decision in AIR 1964 SC-1636 (Himansu Kumar v. Jyoti Prakash) and the decision in 87 C.W. N. 713 (R. K. Chatterjee v. Union of India) as relied on by the learned advocate for the management also support the view that the date of birth once declared by the appointee may be subject to review, reconsideration and if necessary to alteration in a fit and proper case on proper and materials supporting the same. The decision in 1970 (3)-SCC-624 (State of Assam v. Daksha Prasad Deka) as relied on by the learned advocate for the management also does not go against the principle of law as enunciated in the aforesaid two decisions. The workman has said on oath that his date of birth as noted in the Military Service Certificate, Ext. W-1 was reported by him after knowing his date of birth from his mother. It has already been stated that there is nothing to show that the Bank considered the date of birth or the age as noted in the Military Service Certificate long back in 1945 before coming to the decision that the date of birth namely, April 1924 of the workman as noted in Ext. M-1 is the actual date of birth of the workman to be acted upon for getting the workman retired with reference to the same.

9. Having considered all the materials in record and the facts and circumstances disclosed by evidence, I find that the Bank has not been justified in retiring the workman from the Bank's service with effect from 30th April 1984, after treating his date of birth as April, 1924. The workman ought to have been retired with effect from 1-12-1985 after accepting his age as 20 years on 3-11-1945 on the basis of the Military Service Certificate, Ext. W-1 which was first produced by him at the time of appointment and again was produced when the dispute regarding his date of birth arose after the issue of the notice of retirement by the Bank. The date 1-12-1985 having already expired, the retirement of the workman with effect from that date will have to be accepted the question of his reinstatement does not arise. The workman who was retired with effect from 30-4-1984 is however entitled to get his wages with all other benefits incidental to the service from 1-5-1984 to 30-11-1985 from the Bank.

This is my award.

Dated, Calcutta,

The 13th July, 1988.

[No. L. 12012/206/84-D. II(A)]

SUKUMAR CHAKRAVARTY, Presiding Officer
SC.

का. घा. 2648 :--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रसिद्ध बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-8-88 को प्राप्त हुआ था।

S.O. 2648.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the Industrial Dispute between the employers in relation to the United Bank of India and their workmen, which was received by the Central Government on the 4th August, 1988.

ANNEXURE

BEFORE SHRI G. S. KALRA : PRESIDING OFFICER ;
CENTRAL GOVT. INDUSTRIAL TRIBUNAL :
NEW DELHI

I.D. No. 18/86

In the matter of dispute between :

Shri Mam Chand, Through The President, U.B.I.
Employees Union, Delhi State Committee, 206-208,
Ansal Bhawan, 6, Kasturba Gandhi Marg, New
Delhi.

Versus

The Regional Manager, North India Region, United
Bank of India, 206-208, Ansal Bhawan, 16, Kas-
turba Gandhi Marg, New Delhi.

APPEARANCES : None.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/55/85-D.II.A dated 6-1-86 has referred the following Industrial Dispute to this Tribunal for adjudication:

"Whether the action of the management of United Bank of India, New Delhi in terminating the services of Shri Mam Chand, Part time sweeper vide Banks letter dated 28-6-83 is justified? If not, to what relief is the workman concerned entitled?"

2. This case was fixed for hearing for today but none appeared on behalf of any of the parties. Hence this reference is disposed of for non-prosecution.

G. S. KALRA, Presiding Officer
18th July, 1988.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

G. S. KALRA, Presiding Officer
18th July, 1988.

[No. L-12012/55/85-D. II(A)]

का. घा. 2649 :--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रसिद्ध बैंक ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-8-88 को प्राप्त हुआ था।

S.O. 2649.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government on the 4-8-88.

ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,

NEW DELHI

I.D. No. 83/83

In the matter of dispute between :

Shri D. D. Hajela s/o late Shri S. D. Hajela, r/o 143,
Rail Bazar, Kanpur-1, P.O. And Distt. Kanpur.

Versus

The Chief Manager, Central Bank of India, Pandunagar,
Kanpur

APPEARANCES :

Shri A. K. Kulshetra—for the workman.

Shri Rakesh Tandon—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012(213)81-D.II(A) dated 16th March, 1982 has referred the following Industrial Dispute to this Tribunal for adjudication :

"Whether the action of the management of Central Bank of India Kanpur in not absorbing Shri D. D. Hajela, subordinate staff in the Bank's service and terminating his services, is justified? If not, to what relief is the workman concerned entitled."

2. The case of the workman is that he joined service with the Central Bank of India w.e.f. 3-5-79 and worked as a Peon in the subordinate cadre till 2-5-80 when his services were abruptly terminated without any notice, charge sheet or enquiry or payment of wages in lieu of notice or any retrenchment compensation. It is further stated that the workman had put in 258 days of work during this period and, therefore, had put in one years continuous service as defined in Section 25-B of the I.D. Act (hereinafter referred to as the Act). Hence his termination was in violation of the provisions of section 25-F of the Act and is void ab initio. He further alleged that no written letter of appointment was issued to him nor any order of termination issued and thereby there was a violation of the provisions of the Sastri Award. Hence he has prayed that he may be reinstated with continuity of service and with full back wages.

3. The Management while admitting that the claimant had been working with it during the period from 2-5-79 to 2-5-80, denied that the workman had put in service for continuous period of one year. It was submitted that the workman had put in work at different branches of the Bank of Kanpur for a total period of 152 days as per details given below :

Date/Year	Branch	Days
2-5-79 to 5-5-79	Sarvodaya Nagar	14
7-5-79 to 10-5-79		
28-5-79		
5-11-79 to 9-11-79		
28-6-79 to 29-6-79	Arhok Nagar	11
2-7-79 to 7-7-79		
9-7-79		
16-7-79 to 29-11-79		
7-8-79 to 11-8-79	Transport Nagar	12
16-8-79 to 18-8-79		
23-8-79 to 24-8-79		
27-8-79 to 3-9-79		
30-8-79 to 31-8-79	Dy. Ka Parao	2
12-11-79 to 13-11-79		
28-11-79 to 10-12-79	Guati No. 5	4
1-6-79 to 2-6-79		
	Divisional Office	18

Date/Year	Branch	Days
4-6-79 to 8-6-79		
11-6-79 to 16-6-79		
18-6-79 to 22-6-79		
20-8-79 to 22-8-79	Chamanganj	4
3-10-79		
October 1979		
15, 16, 17, 18, 25, 26, 27, 29, 30, 31	Azadnagar	10
December 1979		
13, 14, 15, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29	Azadnagar	14
January 1980		
1, 2, 4, 5, 7, 8, 9, 11, 12, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 28, 29, 30.	Azadnagar	23
February 1980		
1, 2, 4, 5, 6, 7, 8, 11, 12, 13, 15, 16, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29	Azadnagar	23
March 1980		
1, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 27, 28, 31.	Azadnagar	22
April, 1980		
1, 2, 3, 5, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29.	Azadnagar	22
May, 1980		
1, 2,	Azadnagar	2
October 1980		
31-10-80	Karachi Khana	1

The Management further submitted that the work put in at different branches has to be taken separately and not collectively as there is no common cadre of temporary casual employees for the various branches. It was contended that the Management was empowered to employ temporary workmen under the Bipartite Settlement. It was also contended that as the workman was taken on purely temporary basis as casual worker on daily wages he was not a bank employee. Consequently the provisions of Sastry Award and Bipartite Settlement were not applicable to him. The protection of Industrial Disputes Act is also not available to the claimant as he has not worked for the stipulated 240 days in the 12 calendar months preceeding the date of his alleged termination.

4. In the course of his cross-examination as WW1, the workman admitted that during his employment with the Bank, he had worked in the various branches at Azad Nagar Karachi Khana D. M. Office Pandav Nagar, Deputy Ka Parao, Transport Nagar, Chaman Ganj, Ashok Nagar, Gumti No. 5 & Sarvodaya Nagar. As there was a conflict between the parties regarding the working days put in by the workman, a joint inspection of the record with the bank was carried out by the representatives of the parties and they submitted a joint authenticated report regarding the working days of the claimant. The working days so found on verification have been reflected in the affidavit of the workman

himself according to which he had put in only 225 days in the various branches of the Bank. It has been urged on behalf of the workman that during this period he was entitled to 12 casual leave and 20 E.L. which when added to the 225 working days come to 257 days, and, thereafter, the workman had completed continuous service for one year as defined in section 25-B of the Act. In the first instance, the workman was not entitled to any casual leave or Earned leave as he was employed only on a purely temporary basis as a casual worker on daily wages. Moreover in calculating the number of working days, casual leave and earned leave is not to be taken into consideration. It is only Sundays and National and Festival Holidays which have to be taken into consideration and have already been taken into account. Under these circumstances, as per admission of the workman himself he had put in only 225 days in the various branches at Kanpur. Since the contingency for employment of casual temporary workers arises branchwise, the period of service in different branches has to be taken separately and not collectively. Even if the work in the different branches is taken into consideration collectively, the workman had not completed one years continuous service as defined in section 25-B of the Act and hence the protection of Section 25-F was not available to him.

5. The contention of the Management that the claimant was not an employee of the Bank as he was employed on casual basis on daily wages is not acceptable because there is no such category of workmen in the Bipartite Settlement and such casual workman will have to be taken as temporary employees of the bank. The Management was clearly at fault in not issuing appointment letters and termination orders to the workman for the various periods of his employment but this constitutes only an irregularity and not illegality and the Management is liable to pay compensation for this irregularity.

6. In the light of the discussion made above, the action of the Management in not absorbing the workman in the bank service is held to be justified but the Management is directed to pay the sum of Rs. 1000 as compensation to the workmen for the irregularities committed by it in not issuing appointment and termination letters to the workman. This reference stands disposed of accordingly.

(G. S. KALRA)

Presiding Officer

Central Govt. Industrial Tribunal,
New Delhi.

29th July, 1988.

Further it is ordered that the requisite number of copies of this award may be forwarded to the central government for necessary action at their end.

G. S. KALRA, Presiding Officer

29th July, 1988.

[No. L-12012/213/81-D. II(A)(PT)]

नई दिल्ली, 19 अगस्त, 1988

का. घा. 2650.—औद्योगिक विवाद प्रविधिक, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कारपोरेशन बैंक के प्रबंधन के संबंध निष्पत्तियों और उनके कर्मचारों के बीच, अनु-बद्ध में निष्पत्त औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रवि-करण, जबलपुर के संक्षेप को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-8-88 को प्राप्त हुआ था।

New Delhi, the 19th August, 1988

S.O. 2650.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the Corporation Bank and their workmen, which was received by the Central Government on the 9th August, 1988.

ANNEXURE

New Delhi, the 16th August, 1988

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM LABOUR COURT JABALPUR

Case No. CGIT/LC(R)(37)/1988

PARTIES

Employers in relation to the management of Corporation Bank and their workmen Shri Om Prakash Singh, Thakur, Sub-Staff represented by the President, M.P. Bank Employees Association, Raipur (M.P.).

APPEARANCE

For Workmen :— None.
For Management :— Shri R. L. Garg,
Manager,
Corporation Bank,
Jabalpur.
INDUSTRY :— Bank
DISTRICT :— RAIPUR (M.P.).

AWARD

Dated the 18th July, 1988

This is a reference made by the Central Government by Notification No. L-12012/416/87-D.II(A), dated the 25th March, 1988 for adjudication of the following dispute :—

"Whether the action of the management of Corporation Bank in terminating the Services of Shri Om Prakash Singh Thakur, Sub-Staff, with effect from 6-1-86 and not considering him for further employment while recruiting fresh hands under Section 25H of the I.D. Act is justified? If not, to what relief is the workman entitled?"

The aforesaid reference order was received in this Tribunal on 30th March, 1988. Thereafter in spite of direction by the Ministry of Labour in the reference Order itself to the parties to file the statement of claim complete with relevant documents, list of reliance and witnesses and notice sent to the parties in this respect by this Tribunal. Neither the workman concerned nor the Union took interest in prosecuting the case. Therefore it appears that the parties raising the dispute is not interested to contest the matter referred to this Tribunal. It appears that the workman concerned is also not interested in respect of his dispute against the Bank. Shri Om Prakash Singh Thakur (workman concerned) has sent an application to the Ministry for withdrawal of the case. The application of the workman has been forwarded by the Ministry of Labour vide letter No. L-12012/416/87-D.II(A), dated the 17th June, 1988. For the aforesaid reason I record a "No dispute Award".

V. S. YADAV, Presiding Officer
[No. L-12012/416/87/D. II(A)]
N. K. VERMA, Desk Officer

नई दिल्ली, 16 अगस्त, 1988

का. प्र. 2651:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यगापुर कोरोमाण्ड मार्बल, मैसर्स मैसूर मिनरल्स लि. के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, प्रमुख में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के संघर्ष को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-8-88 को प्राप्त हुआ था।

S.O. 2651.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Thagadur Chromite mines M/s. Mysore Minerals Limited and their workmen, which was received by the Central Government on the 9th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated 1st August, 1988

I PARTY

Central Reference No. 4/88

PRESENT :

Shri K. T. Govinde Gowda, President,
Thagadur Chromite Workers' Union,
No. 28, Raja Snow Building, S. C. Road,
Seshadripura, Bangalore.

Vs.

II PARTY

The Chairman and Managing Director
Thagadur Chromite Mines of M/s. Mysore
Minerals Ltd. No. 39, M. G. Road, Bangalore.

APPEARANCES :

For the I party—Shri K. T. Govinde Gowda, Advocate.
For the II party—Shri S. M. Murthy, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the I. D. Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its Order No. 11(1)/86-Con. II/D. III(B)/D.III (A) dated 11th February, 1988.

POINT OF REFERENCE

"Whether the management of Thagadur Chromite Mine of M/s. Mysore Minerals Limited is justified in not conceding the following demands :

- (i) Uniform and Washing Allowance.
- (ii) Hazardous Allowance.
- (iii) Advance for construction of house to workers.
- (iv) Free Transport/Transport Subsidy.
- (v) LTC Facility.
- (vi) Recognition of the Union.
- (vii) Permission for office bearers to attend to Union work.

If not to what relief the workmen are entitled to?"

2. On registering the reference, notices were sent to the parties. On 14-3-1988, Shri K. T. Govinde Gowda, the President of the I party Union has signed in the order sheet and acknowledged receipt of the notice. Shri S. N. Murthy filed his vakalath for the II party.

3. On 27-4-88 when the matter had been posted for claim statement, after giving several adjournments, Shri K. T. Govinde Gowda submitted that he had not received any instructions from the workman of his union. In view of the said submission, it was found that the I party had no claim statement to be filed and it was placed ex-parte.

4. The II party was called upon to put forth its case.

5. On 13-6-88, one affidavit of Shri T. Narayana, Technical Director of the II party was filed.

6. The learned counsel for the II party was heard on 20-6-1988. On making enquiries with the learned counsel for the II party on certain points, he submitted that he required further more time and wanted to produce certain documents.

7. On 18-7-88, he has filed one memo and has produced some four documents. Ex. M-1 to M-4 are marked. He was further heard.

8. My finding on the point of reference is as follows.

The management of Thagadur Chromite Mines of M/s. Mysore Minerals Limited is justified in not conceding the following demands.

- (i) Uniforms and Washing Allowance.
- (ii) Hazardous Allowance.
- (iii) Advance for construction of houses to workers.
- (iv) Free Transport/Transport Subsidy.
- (v) LTC Facility.
- (vi) Recognition of the Union.
- (vii) Permission for office bearers to attend to Union work.

The workmen are not entitled to any relief.

REASONS

9. The affidavit of Shri T. Narayana, Technical Director shows that the I party union has no authority or locus standi to represent the workmen of the II party. It is further stated that the dispute referred is not supported by majority of workmen of the II party. He further states that no workmen of the II party is interested in the dispute and that it is not at all an industrial dispute as defined in Section 2(K) of the I.D. Act. Since the demand relates to all the workmen, it cannot be said that it is not an industrial dispute. Indeed, there is no evidence regarding proper expousal. The I party union is absent and no evidence has been adduced by it. None-the-less, I find that it cannot be said that the reference itself is not maintainable.

Demand Regarding Uniform etc.

10. Para 6(1) of the affidavit of T. Narayana, discloses that providing of uniforms and washing allowance is a policy decision by the company and if such a benefit is extended to all the workers, working in all the 40 mines of the II party, the financial burden will be too heavy to be countenanced by the II party. He has sworn that there are in all 5,000 workers and the II party has no capacity to pay for three pairs of uniforms, two pairs of shoes and washing allowance of Rs. 50 p.m. The sworn testimony of Shri T. Narayana, Technical Director that the II party has in all 40 mines in Karnataka, that there are about 5,000 workers working in them and that the burden of giving all of them three pairs of uniforms, two pairs of shoes and washing allowance of Rs. 50 p.m. will be too heavy, has not been rebutted by any evidence of the I party. The learned counsel for the II party submitted that almost all the mines of the II party are open cast mines and no worker for the open cast mine is given any uniform, shoes or washing allowance and that there is no justification for conceding the said demand in respect of only these workmen. Since there is specific evidence that the financial burden will be too heavy, if the said demands of uniform and shoe and washing allowances are conceded, I find that there is no justification for the workmen to claim the same.

Demand Regarding Hazardous Allowance

11. The affidavit of Shri T. Narayana in Para 6(b) discloses that the job involved is not hazardous at all and no question of paying hazardous allowance arises. He has further stated that no other mine owner in Karnataka pays any such allowance. There is no evidence to the contrary. Since the workmen are working in open cast mine, I do not find that the work involved is hazardous in nature. In

my view, there is no justification for hazardous allowance. Demand regarding Advance for Construction of Houses and Free Transport

12. The learned counsel for the II party submitted that the Welfare Commissioner of Government of India has not granted any house building advance to any workman of Thagadur Chromite Mines, for the reason that no worker had ever applied for the same. In the Memo dated 18-7-88, he has, however, stated that only two officers have been granted H.B.A. It has been further stated that about 91 workers are allotted quarters and some workers who are working in the mines comes from nearby villages and they have been granted cycle advance and some others have been provided with a departmental vehicle and that the maximum distance from their places of residence to the work spot is 4 to 5 the workmen regarding their rights and the facilities granted kma. It appears that the management has not enlightened by the Welfare Commissioner in connection with the advance for construction of houses. The learned counsel for the II party was requested to convey the feelings of the Tribunal that they should enlighten the workmen and see that many of them availed of the facility granted by the Welfare Commissioner of the Government of India and avail the facility of advance for construction of houses. In para 6(c) of his affidavit Shri T. Narayana has sworn that since housing facilities have been provided for the workmen and since the Welfare Commissioner is empowered to sanction amounts and since the burden on the II party would be too heavy, if such advances are sanctioned to the labourers, it is not possible to consider the said demand. I find that because the Government of India has its own scheme for giving advance for construction of houses, the II party need not be called upon to provide for the same. Ex. M-1 discloses that about 91 workmen have been given quarters and it substantiates my said finding. Secondly, the I party has not taken the opportunity to refute the contention of the II party that the financial burden will be too heavy and it cannot bear the same. I am of the view that there can be no award regarding advance for construction of house. As regards the transport facility, the affidavit of Shri T. Narayana in Para 6(d) and the aforesaid submission of the learned counsel for the II party make it evident that there need not be any subsidy for transport, in addition to what is provided at present.

Demand Regarding L.T.C.

13. The affidavit of Shri T. Narayana in para 6(c) discloses that no LTC facility is provided for by the company and if the said facility is provided to 5,000 employees, the II party will be forced to close the mining operations and that the II party has no such financial capacity. It has not been proved for the I party that any other mining owner in Karnataka or elsewhere has provided any L.T.C. facility for the workers. For want of evidence it is held that there is no force in the demand for L.T.C. facility.

Demand Regarding Recognition of the Union

14. The affidavit of Shri T. Narayana in para 6(f) shows that the recognition of the Union is a policy decision and that the II party does not consider it necessary to recognise the I party union, because it does not command the support of majority of workers. He has also sworn that majority of the workers are not interested in the I party union and that another union called as MML employees union has the support of all employees of 40 and odd mines of the II party and that the said union has already signed various settlements with the management. Ex. M-2, a joint memo dated 11-2-1988 and Ex. M-3 the settlement deed substantiate the said statement of T. Narayana. By Ex. M-4, the failure report sent by the R.I.C. it has been demonstrated that several other demands had been raised by the I party union, but only a few of them have been referred for adjudication. The documents at Exs. M-2, M-3 and M-4 fortify the statements made by T. Narayana that there is no force in the claim of the I party that the II party should be compelled to recognise the I party union. I find that the workmen are now better represented and they are getting satisfactory redressal of their grievances through the said union and that there can be no award to ask II party to recognise the I party Union.

Demand regarding Permission for Office Bearers to attend Union Work

15. In view of my finding that the II party need not be called upon to recognise the I party union, there can be no order regarding permission for office bearers of the I party union to attend to union work. There is no grievance from the office bearers of the MML employees union in that connection.

16. From the foregoing discussion, it emerges that the management of the Thagadur Chromite Mines was justified in not conceding the said demands and that the workmen are not entitled to any relief.

17. In the result, an award is passed to the effect that the management was justified in not conceding the following demands.

- (i) Uniforms and Washing Allowance.
- (ii) Hazardous Allowance.
- (iii) Advance for construction of house to workers.
- (iv) Free Transport/Transport Subsidy.
- (v) LTC Facility.
- (vi) Recognition of the Union.
- (vii) Permission for office bearers to attend to Union Work.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer
[No. L-11/1/86-Con. II/D.III (B)]

नई दिल्ली, 17 अगस्त, 1988

क्र. मा. 2652.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार समस्त गोवा गुड्सवार्स एंड वायर्स, नेहरु को-ऑपरेटिव कोलोनी, होस्पेट-583201, बेल्लरी जिला, (कर्नाटक) के प्रबंधन से सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बेल्लरी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-88 प्राप्त हुआ था।

New Delhi, the 17th August, 1988

S.O. 2652.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Gogga Gurusanthiah and Bros, Nehru Co-operative Colony, Hospet-583201 Bellary (Karnataka) and their workmen, which was received by the Central Government on the 5th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, the 1st August, 1988

Central Reference No. 68/87

Old Central Reference No. 33/88

I PARTY

Sri K. Suresh, C/o U. B. Theertharao Secretary.

The Bellary Distt. Mines Wagon Loaders and General Workers Union, Fort, Hospet 583 201.

Vs.

II PARTY

The Managing Partner M/s. Gogga Gurusanthiah and Bros. Nehru Co-operative Colony Hospet 583 201 Bellary Distt. (Karnataka).

APPEARANCES :

For the I party—Shri U. B. Theertha Rao, General Secretary of the Union.

For the II party—Shri T. G. Achar, Advocate.

AWARD

By exercising its powers under Section 10(1)(d) and (2A) of the I.D. Act, the Ministry of Labour, Government of India has made the present reference on the following point of dispute by its Order No. L-29012/35/85-D.III (B) dated 4-12-1986. Subsequently, by a General Order No. L-11025/A/87-D.IV (B) dated 13th February 1987, it has been transferred to this Tribunal and it is at Sl. No. 70.

POINT OF DISPUTE

"Whether the action of the management of M/s. Gogga Gurusanthiah and Bros, Mine-owners is justified in dismissing the services of their workman Shri K. Suresh, Supervisor from 18-5-85 without conducting any enquiry and without giving an opportunity to the workman to defend himself? If not, what relief the workman is entitled to?"

2. Thereupon, the I party workman has filed his claim statement and his contentions, in brief, are as follows.

He was appointed as a supervisor to work in the Iron Ore and Red Oxide Mines at Jambunath on 1-2-1981. He was allowed to work till 3-4-85. Prior to his dismissal, he had demanded implementation of minimum wages and other privileges. The II party refused to consider the same. In order to prevent him from demanding minimum wages and other facilities and to create fear in the minds of the workmen, the II party has victimised him by illegally dismissing him from service. The order of his dismissal is not sustainable on the following grounds.

- (1) without following the provisions of law, he has been dismissed.
- (2) There was no enquiry.
- (3) No opportunity was given to him to defend himself.
- (4) It is against the principles of natural justice.
- (5) It is made to victimise him.

It is prayed that the management may be directed to reinstate him with all the consequential benefits.

3. The II party has filed its counter statement and inter alia, it is contended as follows. The contents of Para 2 of the claim statement are fairly correct. He was initially appointed as a Supervisor at Jambunath. Later, he was transferred to Kariganur Weigh bridge, which is about 10 kms. away from the mines. It falls outside the mining area. The allegations that he was not paid minimum wages etc. are false. The II party is implementing all the labour laws and paying the wages correctly. He has been dismissed by an order dated 18-5-85 for various acts of misconduct. He was transferred from the Weigh bridge to the mines by an order dated 3-4-85. He has applied for leave on that day. On 4-4-85, he applied for privilege leave from 4-4-85 to 6-4-85. A memo dated 5-4-85 was issued to him as to why he did not apply for leave 15 days prior to the commencement of the leave. By a letter dated 8-4-85, he stated that he was willing to work at the mines. He did not submit his explanation for a notice dated 5-4-85. Since he failed to submit his explanation, a memo dated 12-4-85 was issued to him. He remained absent unauthorisedly on 8-4-85 also. Another memo dated 12-4-85 was issued to show cause why disciplinary action should not be taken. He has remained absent unauthorisedly from 15-4-85. A memo dated 6-5-85 was issued to him. He has sent letter dated 8-5-85. He did not file any medical certificate. The Mines Manager reported that he did not report for duty on 3-5-85. Since his explanation dated 8-5-85 was not satisfactory, he was dismissed from service. The order is in accordance with the standing orders and law. The other allegations are false.

The reference may be rejected.

4. With the permission of the court, the I party has filed a rejoinder and therein it has been contended that the I party was working at the mines only and his order of appointment is also to work in the mines. The I party workman has further reiterated his contentions in the rejoinder.

5. No additional issue has been raised.

6. Thereupon, the II party had examined two witnesses and has got marked Exs. M-1 to M-10.

7. The I party workman has examined himself and has got marked Exs. W-1 to W-5.

8. The parties have been heard.

9. My finding on the point of reference is as follows.

The action of the management of M/s. Gogga Gurusanthiah and Bros., Mine-owners is not justified in dismissing the services of Shri K. Suresh, Supervisor with effect from 18-5-85 and he is entitled to the reliefs shown below.

REASONS

10. WW-1 K. Suresh the workman as sworn that he was working as a Supervisor with the II party mines. It is admitted in the counter statement itself that the I party workman was appointed as a Supervisor in the mines.

11. It is contended for the II party that the II party was transferred to Karniganur weigh bridge, by an order dated 3-4-1985 and that the said weigh bridge is about 10 kms. from the mines and thus the I party was not employed in the mines and this Tribunal has no jurisdiction. The learned counsel for the II party has placed reliance on the authority of M/s. Serajuddin and Co. Vs. The Workmen (AIR 1966) Supreme Court (Page 921). The facts of the reported case would show that a concern engaged in the business of mining operations in the State of Orissa had its head office at Calcutta. The staff at Calcutta looked after the general control of the mines and sale of the products. A dispute arose between the workmen employed in the head office and the management. Under the said set of circumstances it has been held that the Industrial Disputes was not a dispute concerning a mine, since the head office was not a mine and that the appropriate government was the State of West Bengal. The facts at hand are that the reference has been made by the appropriate Government, viz., the Government of India, Ministry of Labour. The simple question would be whether an employee working at the weigh bridge which is stated to be about 10 kms. away from the mines can be called a mine. As per the definition of mine appearing in Section 2(j) of the Mines Act, mine means any excavation where any operation for the purpose of searching or obtaining minerals is being carried out and includes any premises which is used in connection with mining operation or any premises on which any process ancillary to the sale of minerals is being carried out. MW-1 Channabasavaraj is one of the partners of the II party mines. In para 13, he concedes that they transport iron ore to Karniganur and they have no other mining work or business at Karniganur. In para 11 of his evidence MW-2, the Manager of the mines, Shri M. Thimmappa states that the II party does not carry out any work at Karniganur, except mining. He further states that the work which the I party was doing at Karniganur pertains to the mining operation. These admitted facts that there is no other business of the II party except mining and that the I party workman was doing a part of the mining operation at Karniganur weigh bridge indicate that he was engaged in the mining operation irrespective of the fact whether the Karniganur weigh bridge is about 10 kms. away from the actual mines. Since the facts and circumstances of the case are entirely different, I do not find that the principle laid down in the aforesaid authority has any bearing. It is the case of the management itself that by an order dated 3-4-85, Ex. M-1, he was transferred to the mines and on the date of his dismissal, i.e. 18-5-85, he was an employee of the mines and in the mines. Looking at the evidence of MW-1, MW-2, WW-1 and Exs. M-6, M-1 and M-9, I find that even otherwise the I party was an employee

of the mines at Jambunath mine itself and this Tribunal has the jurisdiction. In Ex. M-6, the II party has clearly admitted that on 15-4-85, he was the workman of the II party. There is no case of the II party that between 15-4-85 and 18-5-85, he ceased to be an employee of the Jambunath Mines.

12. The order of reference calls upon this Tribunal to consider the claim of the I party workman in the context whether the action of the management is justified in dismissing him without conducting any enquiry or without giving him any opportunity to defend himself. The I party workman has produced a copy of the standing orders supplied to him under the letter Ex. W-1. The learned counsel for the II party has produced before me the original standing orders themselves. The standing orders have been certified on 18-12-1964. The order of termination of his services is at Ex. M-9 dated 18-5-85.

It reads as follows.

K. Suresh
Supervisor,
Near M.M.T.C. Office
Karniganur

The absence on your part from the duty without prior sanction of the leave is unauthorised and not a formal one. The duty entrusted to you, being responsible one, you are not required to remain absent as and when you please.

Your absence being intentional one it has caused much loss to the work. In spite of you, having been afforded opportunity have not submitted your explanation for the Memo issued on 5-4-85 and other two Memos issued on 12-4-85 within the time fixed therein. Even for the final Memo No. G-767/85 dated 6-5-85 the explanation submitted by you is not satisfactory and not supported by any evidence.

Considering the facts and circumstances, we feel that you are not entitled for any consideration. Under such circumstances the Management is constrained to dismiss you from the service.

For GOGGA GURUSANTHIAH AND BROS.

Sd/-

(G. Channabasavara) Partner

Clause 13 of the Standing Orders deals with the subject of disciplinary action for misconduct. The aforesaid order of dismissal does not specify the alleged acts of misconduct committed by him or the provision of the standing orders under which he has been dismissed. The acts of misconduct have been shown in Clause No. 13(2). Ex. M-9 shows that the management alleged against the workman that he had remained absent without prior sanction of leave and that the absence was intentional. The act of misconduct relation to the absence is shown in sub-clause (c). It reads as follows.

(e) Habitual absence without leave or absence without leave for more than 10 days.

Ex. M-9 makes no mention of any habitual absence without leave. Hence, first part of Clause (e) does not apply. Then it requires to be examined whether it is a case of absence without leave for more than 10 days. Clause (iii) states that that no order of dismissal shall be made unless the concerned is informed in writing of the alleged misconduct and he is given an opportunity to explain the circumstances alleged against him. It further states that the approval of the Manager of the establishment or where there is no manager, of the employer is required in every case of dismissal and when the circumstances appear to warrant it, the Manager or the employer may institute independent enquiry before dealing with the charges against a workman. Ex. M-9 shows that the partner of the II party firm, i.e. the employer has himself passed the order of dismissal. Now it requires to be examined whether there were any circumstances for the management to dispense with the requirement of independent enquiry.

13. The evidence of MW-1 shows that he was transferred to the mines by an order dated 3-4-85 under Ex. M-1 and he was called upon to report before the Mines Manager on 4-4-85. Ex. M-2 is a letter by the I party for leave on 3-4-85. Ex. M-3 is another letter by him for privilege leave for 3 days from 4-4-85 to 6-4-85. Ex. M-4 dated 5-4-85 states that according to the Mines Act, he had to apply for leave 15 days in advance, but instead of doing so, he has disobeyed the orders of his superiors and had committed act of misconduct punishable under Clause 13(ii)(i). It further states that he was asked to give explanation within 24 hours, failing which he was told that action will be taken against him for misconduct. The learned counsel for the II party did not point out to any provision of the Mines Act, which calls upon the workmen to apply for privilege leave 15 days prior to his proceeding on leave. However, it is evident from Section 52 (5) of the Mines Act that if a person intends to avail leave as per sub-sections (1), (3) and (4) he may have to apply 15 days before the date on which the leave begins. Sub-section (7) however states that if a person intends to avail leave due to him on account of his illness, he may be granted the same even if the application is not made as per sub-section (5). However, it is obvious from the aforesaid provision of law that applying for leave and then proceeding on leave cannot be called as remaining absent unauthorisedly. Ex. M-3 itself shows that the I party workman had applied for leave on 4-4-85 itself. The memo Ex. M-4 which alleges that he has not followed the provisions of section 52 (5) does not indicate that he had committed any act of misconduct as defined in Clause 13(ii)(c). The I party workman had applied for leave as per Ex. M-3 and had then proceeded on leave for 3 days and by no stretch of imagination, it can be said that if a workman proceeds on leave, by giving an application, he commits an act of wilful insubordination or disobeys the orders of his superiors. It is, therefore, as clear as day light that there was no act of misconduct as defined in Clause 13(ii)(a) when the memo Ex. M-4 was issued to him.

14. Ex. M-5 is a memo dated 12-4-85 and it makes a reference to the memo Ex. M-4 dated 5-4-85 which states that though he had been called upon to explain and had been given 24 hours time, he had not given any explanation and therefore it was exhibited that he was in the habit of disobeying the orders of his superiors, but, however he was given one more chance to explain about his misconduct, failing which he was told that action under Clause 13(iii) would be taken. Ex. M-6 dated 6-5-85 is another memo and it alleges that he had remained absent from his duties without leave with effect from 15-4-85. It further calls upon him to give his explanation within 24 hours. By Ex. M-7 dated 8-5-85, the workman states that he acknowledges the receipt of letter dated 6-5-85 and further explains that from 15-4-85 he was suffering from fever and the doctor from whom he had taken treatment from 3-5-85 had given him a certificate of fitness and on 3-5-85 itself, he had gone to the Mines Manager Shri M. Thimmappa to report for duty but the latter refused to take him to duty and therefore the allegation that he had remained absent from 15-4-85 to 6-5-85 is not correct. Since the workman had specifically contended that he was ill, that he had taken treatment from a Doctor that he had obtained a fitness certificate and that his absence was for valid reasons, it was a case which warranted to hold an independent enquiry as provided in the Clause No. 13(iii) of the Standing Orders the management has not put forth any case as to why no such independent enquiry was held against him.

15. Since the II party has got the option to adduce evidence before this Tribunal itself and establish whether the I party workman has committed any act of misconduct, it requires to be examined whether the I party workman has committed an act of misconduct, which is punishable under the provisions of Standing Orders. According to the learned counsel for the II party, Ex. M-6 is the basis, which culminated in the termination of his services. Ex. M-6 shows that the I party had committed an act of misconduct as defined in Clause 13(ii)(c). The II party has placed no material to show that the I party workman has committed several acts of misconduct

on earlier occasions and that he is guilty of habitual absence without leave. The first part of sub-clause (c) is therefore not attracted.

16. The learned counsel for the II party referred to the case of City of Bangalore Municipal Corporation Employees' Co-operative Society Ltd. Vs. E. V. Raju and another (Vol. 70 F.J.R. (page 138)). The authority is on the point that the failure of the employer to hold a domestic enquiry or to mention the specific charges of misconduct in the order of termination of service would not take away the jurisdiction of the Labour Court to consider the evidence recorded by it. In the light of the principles laid down in the said authority, it is being examined whether the misconduct alleged in the memo Ex. M-6 has been established or not.

17. Secondly, it requires to be examined whether the I party workman remained absent without leave for more than 10 days. In Ex. M-7, the I party admits that he could not report for duty from 15-4-85 till 3-5-85, since he was ill and was undergoing treatment. The evidence of MW-1 in Paras 17 and 18 discloses that he does not remember the dates on which he remained absent and he had not produced the report of the Mines Manager regarding his absence. Though the evidence of MW-2 Shri Thimmappa shows that he had sent a report on 9-5-85, the Report Ex. M-8 does not bear any initial or signature of MW-1 that he had received it on 9-5-85. There is no documentary evidence produced by the management to prove that prior to 8-5-85, the date on which the party had given his explanation as per Ex. M-7, MW-2 Thimmappa the Manager had ever sent any report to the management that on 3-5-85, the I party had not reported for duty or that he did not refuse to take him. The report Ex. M-8 does not carry much weight. It has been specifically suggested to MW-1 in Para 11 that he had reported to the Mines Manager with a certificate, but however the witness has denied the suggestion. On the part of the workman, he has sworn that he had given them the doctor's certificate, but they did not receive it. His main contention is that he demanded minimum wages as per law and also other benefits, but the management victimised him for his legitimate demands. The learned counsel for the II party contended that the I party has not produced any medical certificate before this Tribunal and that it may be held that the misconduct has been proved. It cannot be forgotten even for a moment that the burden of proving the misconduct lies on the II party. The very fact that the II party has received his leave application Ex. M-7 indicates that it is not absence without leave. The words "absence without leave", connote that the management shall have to establish that there was an element of disobedience or gross negligence on the part of the workman to remain absent without giving any application for leave explaining about the absence. In the complaint given by the I party to the Labour Endorsement Officer Ex. W-4 dated 17-5-85, even before the order of termination Ex. M-9, he has made out that he was on sick leave between 15-4-85 and 3-5-85 and had gone to report to duty on 4-5-85 with a medical certificate but the Mines Manager, viz. (MW-2 Thimmappa) had refused to take him. Ex. M-4 thus supports the case of the I party that he was ill between that period and he had tendered a medical certificate to the Mines Manager but the latter refused to take him to duty. In the context of the evidence of WW-1 and the leave application Ex. M-7 and also the earlier leave applications Exs. M-2, and M-3 I find that the management has failed to prove that he was absent without leave for more than 10 days and that his act amounted to misconduct as shown in Clause 13(ii)(c).

18. The case of the I party workman is that he has been victimised for his legitimate demands of wages according to the notifications issued under the Minimum Wages Act. The evidence of WW-1 shows that he made a representation to the II party to pay his legitimate wages but he was told that the same cannot be paid and then he gave a complaint to the Labour Department. He has produced Ex. W-4 dated 17-5-85 is the office copy of the complaint given by him to the Labour Endorsement Officer, Bellary. Therein, he has contended that from 15-4-85 to 3-5-85, he was on sick leave and on 4-5-85, he went for duty along with a medical certificate, but

the Mines Manager told him that his services have been terminated and thereafter he approached the partner MW-1 Channabasavaraj, but the latter told him that he should resign. He has complained that they were not paying the minimum wages to be paid to unskilled supervisor and they have also to pay overtime wages for having worked between 6 a.m. to 7 p.m. Ex. W-2 is a letter from the Labour Enforcement Officer to the I party workman dated 18-6-85. It shows that the said officer had made enquiries into the matter and his enquiries had revealed that he was paid at the rate of Rs. 12.25 per day and on account of the revised wages from 12-2-85, he was entitled to get a sum of Rs. 195.63 P. and that he may receive the said amount from the employer. As regards his claim for overtime, the officer has stated that there was no proof and therefore he may raise the claim before the Labour Court. As regards his third claim for reinstatement, the officer has advised him to raise an industrial dispute. Ex. W-2 dated 18-5-85 thus shows that between 17-5-85, the date of the complaint by the I party as per Ex. W-4 and the date of Ex. W-2, dated 18-6-85, the Labour Enforcement Officer had made enquiries with the management and had found that the management had not paid the minimum wages as per law and was required to pay arrears of Rs. 195.63 P. and the management had been directed to pay the same. Thus, it has been proved for the I party that before the order of dismissal was passed on 18-5-85, as per Ex. M-9, the I party workmen had moved the Labour Enforcement Officer and had alleged that the management was not paying the minimum wages as per the law. The evidence of WW-2. Kulgappa substantiate that of WW-1, the workmen to the effect that the management was not paying the minimum wages as per the notification. The learned counsel for the II party has produced before me the notification of minimum wages with a list dated 11-5-88. The notification dated 24-4-85 shows that the minimum wage of the supervisor was Rs. 13.75 P. The letter of the Labour Enforcement Officer, Ex. W-2 itself establishes the fact that the management was still to pay a sum of Rs. 195.63 P. with effect from 12-2-85, as the arrears of minimum wages. In the light of the direction given in Ex. W-2, I find that the notification produced by the management does not help the management. Ex. W-3 dated 25-6-85 is another letter sent by the Labour Enforcement Officer to the I party in continuation of his letter Ex. W-2. Ex. W-3 shows that the officer enclosed a copy of the letter dated 14-6-85 received by him from the management in regard to the complaint of the workmen. Ex. W-3 (a) is the said copy of the letter dated 14-6-85 received by the Labour Enforcement Officer from the management. In Ex. W-3 (a), the management has admitted that it has to pay arrears of Rs. 195.63 P. and he had been advised to collect the same from their office. Exs. W-2, W-3, W-3 (a) and Ex. W-4 make it obvious that the management had learnt about the complaint of the workmen before his services were terminated on 18-4-85 as per Ex. M-9. Ex. W-5 is a memo dated 6-5-85 and it is the same as Ex. M-6. The evidence of WW-1, WW-2 and the documents at Exs. W-2, W-3, W-3 (a) and W-4 prove that since the management had learnt that the I party had approached the Labour Enforcement Officer and had complained that he has not received the minimum wages, and that he had demanded overtime wages, there was all the reason for not liking his conduct. Since the evidence of WW-1 that he has been victimised has been substantiated by his correspondence with the Labour Enforcement Officer, I find that the workman has established that he has been victimised, though he had been on leave on medical grounds.

19. Since there is no dispute on the point that the workman had given leave application as per Ex. M-7 and since it has been established that before his services were terminated, he had approached the Mines Manager with a medical certificate, it follows that the punishment imposed upon him is shockingly disproportionate for the alleged act of misconduct. The fact that the management has resorted to the extreme kind of punishment, lends further support to the finding that it is case of victimisation.

20. The foregoing discussion makes it evident that the order of dismissal cannot be sustained. There is no reason as to

why the party workmen should not get all the back wages and consequential benefits.

21. In the result, an award is passed to the effect that the action of the management of M/s. Gogga Gurusanthiah and Bros., Mine-owners, in dismissing from service their workman Shri K. Suresh, Supervisor from 18-5-85 is illegal and that the management shall reinstate him forthwith, with continuity of service and shall give him all the consequential benefits including the back wages.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer

[No. L-29012/35/85-D.III (B)]

का. मा. 2653:—औद्योगिक विवाद प्रविधियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार विलाई स्टील प्लांट, दुर्ग के प्रबन्धकों से सम्बन्धित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार 9-8-88 प्राप्त हुआ था।

S.O. 2653.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhilai Steel plants, Durg and their workmen, which was received by the Central Government on the 9th August, 1988.

ANNEXURE

BEFORE SHRI V. S. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT JABALPUR

Case No. CGIT/LC(R)(225)/1987

PARTIES :

Employers in relation to the management of Bhilai Steel Plant and their workmen 141 Drilling Workers represented through the Secretary, Samyukta Khadan Mazdoor Sangh (AITUC), P. O. Dallirajhara, District-Durg (M.P.).

APPEARANCE :

For Workmen.—Shri D. K. Rao, General Secretary, Samyukta Khadan Mazdoor Sangh.

For Management.—Shri P. N. Bhojwani, Law Officer (Mines) Bhilai Steel Plant.

INDUSTRY : Iron Ore Mines DISTRICT : DURG (M.P.).

AWARD

Dated the 15th July, 1988

This is a reference made by the Central Government by Notification No. I-26011/21/85-D. III(B), dated the 28th October, 1987 for adjudication of the following dispute :—

"Whether the management of Bhilai Steel Plant is justified in not giving the benefits of wage revision of 141 drilling workers with effect from 1-9-1982 ? If not, to what relief the concerned workmen are entitled ?"

(List enclosed as Annexure)

2. Reference order was received on 4th November, 1987. Thereafter parties were noticed to file their respective statement of claims on 18-12-1987. The union filed the statement of claim and the case was fixed for filing the statement of claim by the management but they did not do so on various dates granted to them. On 27-4-1988 an application on behalf of the Chhatishgarh Mines Shramik

Sangh has been filed to make interveiner in the reference and the case was fixed for arguments. In the meanwhile Shri P. N. Bhojwani, Law Officer on behalf of the management and Shri D. K. Rao, on behalf of the Samyukta Khadan Mazdoor Sangh (AITUC) submitted a Memorandum of Settlement duly arrived at between Samyukta Khadan Mazdoor Sangh and the management. Shri Bhojwani has also stated that a separate settlement has been arrived at between the management and Chhatishgarh Mines Shramik Sangh therefore the award may be accorded in terms of the settlement arrived at between the parties. The terms of settlement between samyukta Khadan Mazdoor Sangh and management are as under :—

(i) That it was agreed that in consideration of all claims made by the Union in respect of the departmental piece-rated drilling workmen of the Iron Ore Group of Mines the management shall pay to each of such workmen a sum of Rs. 1400 (Rupees Fourteen Hundred only).

(ii) That, the lumpsum payment of Rs. 1400 per head as stated above shall be made to such of the

workmen who were on the rolls of the Company as on 1-9-82 and also on 30-6-1985 and were engaged on the job of drilling. The benefit will also be available to such of the drilling workmen who became Ex-cadre for Drilling jobs but have joined other job in the mines organisation.

(iii) That, since all the Drilling workmen whether operator-cum-Mechanic or Drilling Mazdoor have since been absorbed on regular establishment on time rate system from June 1985 the union does not press for any wage revision in respect of the drilling workmen for the past period i.e. the period during which they were employed on piece rate system.

I have gone through the terms of settlement and I am of the opinion that they are fair, just and in the interest of workmen/Union. I therefore record my award in terms of the settlement and make no order as to costs.

Sd/-

V. S. YADAV, Presiding Officer
[No. L-26011/21/85-D, III(B)]

ANNEXURE

List of the drilling workers who have been regularised in time scale after 1-1-85 onwards.

S. No.	B.F. No.	P. No.	Name	PR esttt		Regular esttt.		Deptt.
				Design.	Date	Design.	Date.	
1	2	3	4	5	6	7	8	9
1.	38	807143	Nandlal/Dhanji	Opr/reach	3-12-80	Helper	13-1-87	W.D. Sec. Dalli.
2.	37	807142	Taturam/Banam	-do-	1-12-80	-do-	11-9-85	-do-
3.	36	807141	Uttam/Ganpat	-do-	-do-	Khalasi	-do-	-do-
4.	39	807144	Jageswar/Ujiyar	-do-	-do-	-do-	-do-	-do-
5.	1359	807158	Kesharlal/Sravan Kumar	-do-	-do-	L V Driver	24-4-85	Bhilai
6.	1.	807131	Manohar/Sonuram	-do-	2-12-80	Khalasi	17-5-85	CO&BPP
7.	3	807133	Chaltram/Sawatram	-do-	1-12-80	Helper	5-7-85	W.D. Sec. Dalli.
8.	4	807134	Firdhooram/Gokulram	-do-	2-12-80	Chainman	25-4-85	Dalli No. 1 Mine.
9.	8	807171	Narsingh/Chain Singh	-do-	2-12-80	Opr/reach No. 4	11-9-85	W.D. Sec. Dalli
10.	9	807138	Naradram/Ashram	-do-	2-12-80	-do-	17-1-87	-do-
11.	40	807145	Rama/Tularuram	-do-	1-12-80	Helper	13-1-87	-do-
12.	42	807146	Sardara Singh	Mazdoor	24-2-80	Khalasi	17-5-85	CO & BPP.
13.	43	807147	Babulal/Dhanesh	-do-	-do-	Khalasi	11-9-85	W.D. Sec. Dalli.
14.	44	807148	Chatur Singhal i.e. Singh	-do-	-do-	-do-	-do-	-do-
15.	46	807149	Abdul Mazid Khan/Abdul Qatar.	-do-	-do-	Opr/reach No. 5	5-7-85	-do-
16.	136	807159	Drupdeo Singh/Sudarshan Singh	Opr/reach	1-12-80	-do-	11-9-85	-do-
17.	23	907002	Rajaram/Mehthar	Opr/reach	18-8-80	Opr/reach No. 4	4-7-85	W.D.S. Dalli
18.	25	807003	Tur Singh/Ram Singh	-do-	-do-	-do-	-do-	-do-
19.	26	807004	Gopal/Chasiya	-do-	-do-	Khalasi	17-5-85	CO & BPP.
20.	27	807005	Sonsai/Briulan	-do-	-do-	Helper	4-9-85	W.D.S. Dalli
21.	28	807006	Sinlooram/Salikram	-do-	-do-	-do-	-do-	-do-
22.	29	807007	Himmat Singh/Keshav Singh	-do-	-do-	Opr/reach N. 4	13-9-85	-do-
23.	30	807008	Jaitram/Sadarat	-do-	-do-	Helper	4-9-85	-do-
24.	31	807009	Jabajeet Singh/Thamu	Opr/reach	18-8-80	Helper	4-9-85	W.D.S. Dalli
25.	3	8070071	G.S. Nair/K.G. Nair	-do-	-do-	L.V. Dr.	12-5-85	PVP Bhilai.
26.	2	807077	Arjun/Lakhan	-do-	-do-	Opr/reach N. 6	4-9-85	W.D.S. Dalli.
27.	5	807014	Itwariram/Prem chand	-do-	-do-	Khalasi	16-5-85	CO & BPP
28.	7	807016	Narsingh/Chamru	-do-	-do-	-do-	-do-	-do-
29.	16	807057	Domarsingh/Sonuram	-do-	-do-	Chowkidar	18-5-85	Dalli Mil.
30.	35	807033	PB Mohan Kumar/Bhaskar Pillai	-do-	-do-	Opr/reach N. 5	4-7-85	W.D.S. Dalli

1	2	3	4	5	6	7	8	9
31.	36	807034	Kishanlal/Tejram	Opr/reech	18-8-80	Opr/reech N. 4	4-7-85	W.D.S. Dalli
32.	37	807035	Vatan/Ramay	-do-	-do-	Khalasi	-do-	CO & BPP
33.	38	807036	Bisahu/Nandlal	-do-	-do-	Helper	4-9-85	W.D.S. Dalli
34.	40	807037	Tribhuvan/Mohan Singh	-do-	-do-	Opr/reech N. 4	4-7-85	-do-
35.	41	807038	Mohan/Barekdiya	-do-	-do-	Khalasi	17-5-85	CO & BPP
36.	42	807039	Rusuram/Vasu	-do-	-do-	-do-	13-5-85	B.F.
37.	46	807040	Somnath/Gangaram	-do-	-do-	L.V. Dr		PVP Bhilai
38.	50	807065	Bhimrao Gotmare/ A Gotmare	-do-	-do-	Fitter		Tal Com Bajhi
39.	57	807041	Bikram Singh/Jhagroo	-do-	9-9-80	Opr/reech N. 4	13-9-85	W.D.S. Dalli
40.	56	807068	Pardeshi/Firanto	-do-	-do-	-do- N. 5	4-9-85	-do-
41.	55	807010	Bikram/Sarwan	-do-	-do-	-do- N. 4	-do-	-do-
42.	58	807047	Sarju Prasad/Sukluram	-do-	-do-	Khalasi	30-5-85	OAL Bhilai
43.	59	807069	Wahed Khan/Majeed Khan	-do-	-do-	Opr/reech N. 5	4-7-85	W.D.S. Dalli
44.	60	807044	Bhimrao/Kamayya	-do-	20-9-80	LVDri	12-5-85	PVP (B)
45.	61	807045	Thanu/Ramnath	-do-	-do-	Opr/reech N. 4	4-7-85	W.D.S. Dalli
46.	62	807046	Ramlal/Sada Singh	-do-	-do-	-do-	-do-	-do-
47.	64	807048	Sudarshan/Diniyal	-do-	-do-	Khalasi	13-5-85	B.F.
48.	65	807049	Kirtiram/Hiralal	-do-	-do-	Opr/reech	4-7-85	W.D.S. Dalli
49.	66	807050	Mohan Singh/Ramji	-do-	-do-	Khalasi	17-5-85	CO & BPP
50.	67	807051	Bahur/Singh/Laduram	-do-	-do-	Helper	4-9-85	W.D.S. Dalli
51.	68	807052	Mohd. Habib/Babwaniya	-do-	-do-	Opr/reech N. 4	4-7-85	-do-
52.	76	807095	Ranjan/Dawaram	-do-	-do-	-do-	4-9-85	-do-
53.	78	807127	Sitaran/C.L. Malviya	-do-	-do-	L.V. Dri	12-5-85	PVP Bhilai
54.	80	807129	Pawaru/Bisali	-do-	-do-	Opr/reech N. 4	4-9-85	W.D.S. Dalli
55.	81	807130	Brijlal/Hemnath	-do-	-do-	-do-	11-9-85	-do-
56.	119	807056	Sudarshan/Malluram	-do-	1-12-80	Khalasi	14-2-85	HO 5 (R 4) Sec.
57.	117	807081	Dhawsingh/Pamoth Singh	-do-	-do-	Opr/reech	17-7-85	W.D.S. Dalli
58.	118	807055	Anoopram/Ramhu	-do-	2-12-80	Khalasi	13-5-85	B.F.
59.	122	807075	S. Roy Choudhary Supra that Roy	-do-	30-1-81	Opr/reech N. 4	11-9-85	W.D.S. Dalli
60.	123	807058	Karthik/Lath Khore	-do-	-do-	Khalasi	13-5-85	B.F.
61.	124	807076	Banshi/Ramlal	-do-	-do-	Khalasi	30-5-85	O A L
62.	125	807059	Vujay/Silhar	-do-	2-2-81	Opr/reech N. 4	25-9-85	W.D.S. Dalli
63.	126	807060	Firao/Bisahu	-do-	-do-	Khalasi	30-5-85	O A L
64.	82	807011	Durdeshiram/Jethuram	Maz.	18-8-80	LV Dri	13-5-85	PVP
65.	33	807074	M. Santam/Francis	Mazdoor	18-8-80	Opr/reech N. 5	4-7-85	W.D.S. Dalli
66.	10	807020	Parmand/Ganeshram	-do-	-do-	Khalasi	16-5-85	CO & BP
67.	11	807021	Bhagwan/Dutiya	-do-	-do-	-do-	13-5-85	B.F.
68.	43	807043	Kashiram/Jagan Singh	-do-	-do-	Khalasi	4-7-85	W.D.S. Dalli
69.	39	807042	Mangalram/Keshar Singh	-do-	-do-	-do-	15-2-85	Hot Sec.
70.	34	807072	Ishwara Bai/Sriramulu	-do-	-do-	LV Dri	May, 85	PVP Bhilai
71.	44	807073	Patiram/Rajaram	Mazdoor	18-8-80	Khalasi	4-7-85	W.D.S. Dalli
72.	52	807071	H.K. Gupta/Ramdas	-do-	-do-	Opr/Mech. N 4	17-9-85	W.D.S. Dalli
73.	69	807053	Mangturam/Dular	-do-	20-9-80	Helper	4-7-85	-do-
74.	70	807054	Chetanlal/Dadusingh	-do-	-do-	Khalasi	-do-	-do-
75.	96	807032	Hothiram/Punidhar	-do-	1-12-80	Helper	9-1-87	-do-
76.	121	807061	Lavkush/Ramprasad	-do-	2-2-81	Khalasi	14-2-85	Hort Sec. (R)
77.	8	807019	Abdul Razak/Abdul Karim	-do-	18-8-80	Khalasi	17-5-85	CO & BPP
78.	1374	807168	Anil Kumar/Chacke Verghese	Opr/Mech.	1-12-80	L.V.D.	May 1985	PVP
79.	4	807103	Laxman/Chaitu	-do-	18-8-80	Chowkidar	13-5-85	Dalli Mal.
80.	5	807104	Nirmal/Chaitu	-do-	-do-	-do-	-do-	-do-
81.	84	807083	Ghanshyam/Baliram	-do-	-do-	Opr/Mech N 4	4-9-85	W.D.S. Dalli
82.	85	807084	Ram Kumar/Narottam	-do-	-do-	-do-	4-7-85	-do-
83.	89	807088	Phool Singh/Fagnuram	-do-	18-8-80	Helper	4-9-85	-do-
84.	83	907082	M.S. Qadir/M.A. Quadir	-do-	-do-	Opr/Mech N-5	4-7-85	-do-
85.	91	907090	Bhaduram/Udesh	-do-	-do-	Helper	-do-	-do-
86.	22	807078	Gyan Singh/Dhaniram	-do-	-do-	Opr/Mech N. 5	-do-	-do-

1	2	3	4	5	6	7	8	9
87.	93	807092	Puranlal/Lathel	Maz.	18-8-80	Khalasi	-do-	-do-
88.	1	807100	Sitaram/Bismath	Opr/Mech	18-8-80	Opr/Mech N. 5	4-7-85	W.D.S. Dalli
89.	10	807108	Sotharam/Dev Singh	-do-	-do-	-do-	-do-	-do-
90.	3	807102	Motiram/Sarju	-do-	-do-	Khalasi	24-5-85	F & P SHOT
91.	6	807105	Phool Singh Sukhlal	-do-	-do-	-do-	16-5-85	CQ & BPP
92.	7	807106	Nanku/Than Singh	-do-	-do-	Helper	4-9-85	W.D.S. Dalli
93.	9	807107	Bhao Singh/Mithuram	-do-	-do-	-do-	4-7-85	-do-
94.	20	807118	Sher Singh/Rajaram	Mazdoor	-do-	Opr/Mech N. 4	4-9-85	-do-
95.	21	807119	Bhawar Singh/Bannu	-do-	-do-	Khalasi	13-5-85	B.F.
96.	12	807111	S. Pitambakura/S.K. Murthy	-do-	-do-	L.V. Dri	12-5-85	P.V.P. Bhilai
97.	13	807112	Ramlal/Kalaram	Opr/Mech	18-8-80	Opr/Mech N. 4	14-3-87	W.D.S.
98.	15	807113	Suklu/Primalal Yafav	-do-	-do-	-do-	4-7-85	-do-
99.	16	807114	Tulsiram/Ram singh	-do-	-do-	Khalasi	16-5-85	CC & B
100.	17	807115	Kunjilal/Jailal	-do-	-do-	Opr/Mech N. 4	17-9-85	W.D.S. Dalli
101.	18	807116	Jailal/Sadru	-do-	-do-	Helper	4-9-85	-do-
102.	86	807085	Ramhan/Ghuran	-do-	-do-	Khalasi	15-3-85	Hort Sec.
103.	87	807086	Babulal/Sonuram.	-do-	-do-	-do-	-do-	-do-
104.	88	807087	Jhaduram/Dhan Singh	-do-	-do-	-do-	-do-	-do-
105.	90	807089	Dulip/Jaipal	-do-	-do-	Khalasi	5-3-85	INT (Mec Dalli)
106.	11	807110	Lokdev/Jagatram	Maz.	18-8-80	Khalasi	16-5-85	CO & BPP
107.	23	807120	Azizkhan/S.K. Ranjan	-do-	20-8-80	Opr/Mech N. 5	4-7-85	W.D.S. Dalli
108.	1370	807099	Hariram/Shamrao	Maz	24-12-80	Helper	4-7-85	-do-
109.		807031	Nahururam	-do-	-do-	-do-	-do-	-do-
110.	24	807019	Bhusaneshwar Manas	-do-	18-8-80	Khalasi	17-9-85	W.D.S. Dalli
111.	1	807012	Narbad Singh/Dinuram	Opr/Mech	18-8-80	Opr/Mech N. 5	4-7-85	-do-
112.	4	807013	Hirau/Sitaram	-do-	-do-	-do- N. 4	4-9-85	-do-
113.	6	807015	Ramji/Suthidikand	-do-	-do-	Helper	4-7-85	-do-
114.	8	807017	Dasaru/Dharma	-do-	-do-	-do-	4-9-85	-do-
115.	9	807018	Paragon/Pachkand	-do-	-do-	-do-	4-7-85	-do-
116.	14	807024	Mohthar/Tateram	-do-	-do-	Opr/Mech N. 4	4-9-85	-do-
117.	63	807030	Tiharuram/Mahothar	-do-	20-9-80	-do-	4-7-85	-do-
118.	41	807094	Shiv Prasad/Manbodh	-do-	1-12-80	Helper	5-7-85	-do-
119.	13	807097	Kanwal singh/Dhamuram	-do-	2-12-80	Opr/Mech N. 5	4-9-85	-do-
120.	1313	807172	Bihan/Jhanwar	-do-	12-7-82	Khalasi	5-7-85	-do-
121.	1372	807166	Prem singh/Rajaram	Mazdoor	24-12-80	Opr/Mech N. 4	4-9-85	-do-
122.		807101	Ramboo/Jhadoo	Opr/Mech	18-8-80	Khalasi	3-5-85	CO & BPP
123.	19	807117	Chaital/Charan.	-do-	-do-	-do-	4-7-85	W.D.S. Dalli
124.	92	807091	Basantlal/Sunderlal	-do-	-do-	Opr/Mech N. 4	4-9-85	-do-
125.	12	807022	Nashan/Nagr	-do-	-do-	-do-	4-7-85	-do-
126.	13	807026	Madhukarrao/Keshav Rao	-do-	-do-	-do-	-do-	-do-
127.	15	807025	Mukund/Samaru	-do-	-do-	-do-	4-9-85	-do-
128.	17	807026	Sundarlal/Budhram	-do-	-do-	-do-	11-9-85	-do-
129.	18	807027	Mahanguram/Komal Singh	Opr/Mech	18-8-80	Helper	4-9-85	W.D.S. Dalli
130.	19	807029	Bachan singh/Sao	-do-	-do-	Khalasi	5-7-85	-do-
131.	20	807030	Sumailal/Faguram	Maz.	-do-	Helper	4-9-85	-do-
132.	21	807121	Srital/Harichand	Opr/Mech	20-9-80	-do-	-do-	-do-
133.	7	807122	Geatram/Shivlal	-do-	-do-	Opr/Mech N. 4	13-9-85	-do-
134.	7	807123	Sudesingh/Shankar	-do-	-do-	-do-	4-7-85	-do-
135.	74	807124	Mantram/Baliyar	-do-	-do-	-do-	12-2-85	-do-
136.	75	807125	Sectaram/Sukbram	-do-	-do-	Helper	4-9-85	-do-
137.	20	807029	Bahoraingh/Nukundram	-do-	18-8-80	Opr/Mech N. 4	17-9-85	-do-
138.	77	807126	Gairdial/Duwarem	-do-	20-9-80	Khalasi	5-7-85	-do-
139.	79	807128	Makhan/	-do-	-do-	Opr/Mech N. 4	11-9-85	-do-
140.	1367	807098	Meghnath/Ramnath	Mazdoor	1-12-80	Khalasi	5-7-85	-do-
141.	14	807093	Anjandas/	Opr/Mech.	18-8-80	Helper	4-7-85	-do-

Sd/-

Asstt Mgn (P. MOX)

Rajhara Mines.

नई दिल्ली, 18 अगस्त, 1988

का. प्र. 2654.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 11) की धारा 17 के अनुसरण में, केन्द्रीय सरकार से, भारत गोल्ड माइन्स लि., ओर्गौम पोस्ट, के. जी. एफ. के प्रबंधक और सम्बन्धित नियोक्तों और उनके कार्यकर्ताओं के बीच, प्रमुख में, निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचद को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-8-88 का प्राप्त हुआ था।

New Delhi, the 18th August, 1988

S.O. 2654.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Gold Mines Ltd., Oorgaum Post, K.G.F., and their workmen, which was received by the Central Government on the 9th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, 3rd August, 1988

PRESENT :

Shri B. N. Lalge B.A. (Hons) LL.B. Presiding Officer.

Central Reference No. 114/87

I PARTY

II PARTY

Vs.

Shri M. Anthony Doss,
T. No. 221, Ex. Driver,
No. 15, Near Bullens Shaff,
Oorgaum Post K.G.F.

The Chairman-cum-
Managing Director,
M/s. BGML, Oorgaum,
Post, K.G.F.

APPEARANCES :

For the first party—Shri V. Gopala Gowda, Advocate.
For the second party—Shri K. J. Shetty, Advocate.

AWARD

By exercising its powers under section 10(1)(d) of the I.D. Act, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-43012/5/87-D.III(B) dated 17-6-1987.

Point of Reference

“Whether the action of the management of M/s. Bharat Gold Mines Ltd., in dismissing from service Shri M. Anthony Doss, T. No. 221, Driver of Central Transport Dept. vide their order dated 18-3-85 is justified? If not, what relief is the workman entitled to?”

2. The first party workman has then filed his claim statement and his contentions in brief are as follows:

The second party is a public sector Industry and has employed about 13,000 workers. The first party workman was appointed as a driver in the Central Transport Department with effect from 17-9-1970. He has been dismissed from service on 18-3-1985. He was discharging his duties diligently and honestly. He was suffering from recurrent infective hepatitis with effect from 23-10-1984. He was taking treatment in the Victoria Hospital from 23-10-84 to 17-5-85. He has taken a medical certificate. The said fact was intimated to the second party. After getting his illness cured, he went to report for duties and the medical certificate was submitted to

the Chief Engineer of Central Transport Department. His request to give him job did not yield results and then he gave a representation dated 4-6-1985. Then he raised the present dispute, through the organising Secretary of the Labour association of the BGML. The conciliation failed. Before the Assistant Labour Commissioner, the second party contended that a fair ex parte enquiry was conducted against him. The said contention is not correct. The enquiry is illegal. The action of the management in issuing the charge sheet and holding the enquiry, knowing that he is taking treatment, in the Victoria Hospital, Bangalore w.e.f. 28-10-84 is illegal. The findings are perverse. The management had accepted the findings without applying its mind. The disciplinary authority has not taken into account the extenuating and mitigating circumstances. The punishment is harsh. The Tribunal may exercise its power under section 11A of the I.D. Act. The order of dismissal may be set aside and he may be ordered to be reinstated with all the consequential benefits.

3. The second party has then filed its counter statement and inter-alia, it is contended as follows:

He was working as a driver at the time of his dismissal, for proved acts of misconduct. Even on earlier occasions he was punished for similar acts of misconduct. His contention that he was discharging his duties honestly and diligently is false. The second party is not aware that he was taking treatment at Victoria Hospital Bangalore from 23-10-84 to 17-5-85. No intimation was given by the first party in that connection. A charge sheet dated 14-11-1984 was issued to him for his habitual absence without leave or permission. From 1-10-84 to 6-10-84 and again from 22-10-84 to 20-10-84 he was absent. He was summoned to attend the enquiry. He did not give any explanation nor did he attend to the enquiry. The charge-sheet and summons sent to his address were returned. Copies of the same were put up on the notice board. He did not attend to the enquiry. The enquiry officer then proceeded ex parte. Based on his findings he was dismissed. He neither applied for leave nor obtained permission for taking treatment outside. Any certificate brought by him after the order of dismissal has no value. On 6-10-84 he had taken hospital chit and he was discharged for attending to the work on 22-10-84. There was no necessity for him to go to the Victoria Hospital for treatment. Even though he was dismissed from service on 18-3-85, his whereabouts were not known since 22-10-84. Since he was dismissed, his representation for giving him work was not conceded. The matter was explained before the conciliation officer. The action of the management is in accordance with law. The disciplinary authority has applied his mind and then the order of dismissal was passed. On earlier four occasions punishments were imposed on him as shown below:—

- On 1-6-1976 warned for his absence for 9 days from 21-5-76 to 31-5-76, with a caution to be more careful in future.
- On 19-5-81 his service were terminated under the provisions of the standing orders for continued absence. However, on representation by the workmen and on humanitarian grounds he was taken to work from 5-5-81 with a warning to be regular in attendance in future and repetition till result in serious action.
- On 5-11-82, he was suspended for 2 days.
- On 14-5-84, his annual increment was stopped from 1-7-84, his annual increment was stopped from 1-7-84 for one year as penalty for absence without leave with caution that repetition will result in serious action.

In spite of such habitual absence, he again remained absent from 1-10-84 to 5-10-84 and from 22-10-84 to 18-3-85. The reference may be rejected.

4. In view of the said pleadings a preliminary issue was raised on the point whether the second party has held the domestic enquiry in accordance with law.

5. On the said issue the management examined two witnesses and got marked Exs. M-1 to M-10.

6. Thereafter the first party workman examined himself and one witness and got marked Exs. W-1 to W-3.

7. The parties have been heard.

8. By a considered order dated 9-2-88 it has been held that the domestic enquiry held by the second party is not in accordance with law. The parties were called upon to adduce further evidence, if any and argue.

9. Thereafter the management has examined one more witness and has got marked Exs. M-11 and M-12.

10. The workman was further recalled and examined. The parties have been heard.

11. My finding on the point of reference is as follows. The action of the management of BGML in dismissing from service Shri M. Anthony Doss, T. No. 221, driver of the central transport dept. by order dated 18-3-1985 is justified and he is not entitled to any relief.

REASONS

12. Ex. M-1 is the charge sheet issued to the first party workman. It states that he was habitually remaining absent from work without leave or permission, and that he had remained absent from 1-10-84 to 5-10-84 and again from 22-10-84 to 29-10-84 without leave or permission and that he had been punished a number of times on earlier occasions for similar acts of misconduct. It has been then stated in Ex. M-1 that he had committed an act of misconduct as shown in clause No. 15(b)(30) of the standing orders. Ex. M-2 is the cover sent to the workman containing the said notice, by registered post, but it has been returned unserved. Since the notice was unserved, the enquiry officer has sent yet another notice along with the forwarding letter Ex. M-3 to display the same on the notice board. Ex. M-4 are the proceedings of enquiry and Ex. M-5 is the finding given by the enquiry officer. Exs. M-2 to M-5 are not pertinent, since they mainly relate to the validity of the domestic enquiry.

13. Ex. M-6 is the second show cause notice. It was sent under Ex. M-6(a) but the cover has been returned unserved. Ex. M-7 is the order of dismissal. The cover of Ex. M-7 has been likewise returned and it is Ex. M-7(a).

14. The evidence of MW-1 Arogyadas, the enquiry officer is mainly on the point of the domestic enquiry. However, the documents at Exs. M-8 and M-9 and M-10 have been introduced in evidence through the evidence of MW-1 Arogyadas. Ex. M-8 is the attendance register of October 1984. At Sl. No. 72 in Ex. M-8 there is the name of first party workman M. Anthony Doss. It is marked as Ex. M-8. It shows that he has remained absent from 1-10-84 to 5-10-84. Ex. M-8(a) further shows that from 22-10-84 to 31-10-84, he had remained absent. In Ex. M-9 the relevant entry is at Sl. No. 69 and it is marked as Ex. M-9(a). It shows that he continued to remain absent and till 30-11-84 he still continued to be absent. Ex. M-10 is the attendance register for December 1984. At Sl. No. 20 there is the name of the first party workman. It is marked as Ex. M-10(a). It shows that from 1st of December to till the end of December 1984, he had remained absent. MW-3 Jaipal is the time keeper of the Central Transport Depot. He has sworn that he maintains the attendance registers, service cards etc.. Para 5 of his evidence shows that from 1-10-84 to 5-10-84 the first party workman had remained absent, and that even thereafter he had continued to remain absent. He has given evidence with reference to Ex. M-8(a), M-9(a) and M-10(a). Para 10 of his evidence discloses that the workman continued to remain absent even till the date of his dismissal, on 18-3-85. It has been suggested to MW-3 Jaipal in para 24 that from 1-10-84 to 21-10-84, he had taken treatment in the BGML hospital. No document has been produced and no witness has been examined on the point that he was taking treatment in the BGML hospital, from 1-10-84 to 5-10-84. The examination-in-chief of WW-1 has been recorded on 14-10-87 for the purpose of the preliminary issue and again on 3-5-88 on the merits of the case. Neither in his evidence dated 14-10-87 nor in the evidence of 3-5-88 he has ever stated that from 1-10-84 to 5-10-84, he was taking any treatment in the

BGML hospital. In the cross-examination in para 11 he admits that on 6-10-84 he did not take any chit before being admitted to any hospital. It has been suggested to him that from 1-10-84 to 5-10-84 he was absent. He denies the suggestion. There is no material placed before me that he was either present or was taking treatment in any hospital. In para 12 of his evidence he admits that even on 6-10-84 he did not get admitted to the BGML hospital. In para 13 he however swears that he got admitted in the BGML hospital on 23-10-84. This evidence contradicts his own certificate Ex. W-1, by which it has been endeavoured to show that from 23-10-84 to 16-5-85, he was ill and was taking treatment in the Victoria hospital, Bangalore. In para 26 of his evidence he admits that if he had to go on leave, he had to take prior intimation of the BGML. In para 27 he further admits that if he had to go on leave on medical grounds, he had to send an application. In para 29 he further admits that he did not send any written application for leave for the period from 1-10-84 to 5-10-84. He similarly admits that even for the period from 22-10-84 to 29-10-84 he did not send any leave application. Para 29 of his evidence discloses that in the K.G.F. itself there is the BGML hospital and if an employee requires, treatment he can have the same at the BGML hospital. His evidence further shows that he could have easily taken treatment at the BGML hospital itself. He has spelled out no reason in the examination-in-chief as to why he had gone to Victoria hospital to take treatment. The evidence of WW-2 Pushparaj has nothing to do about the first part of the charge that the workman had remained absent without leave or permission, from 1-10-84 to 5-10-84. The first document produced by him is Ex. W-1 leave certificate issued by rank district surgeon, Victoria hospital, Bangalore dated 23-10-84. It shows that M. Anthony Doss was ill between 23-10-84 to 17-5-85. In the certificate Ex. W-1 it appears that originally it was written that he was advised for rest and treatment from 23-10-84 to 16-5-84 and that he was fit for duty on 17-5-84, but subsequently the last number "4" has been altered as "5" to make it appear that he was advised for rest and treatment till 16-5-85 and was fit for duty on 17-5-85. However, irrespective of the said kind of tempering with the record, it does not explain about his absence between 1-10-84 and 5-10-84. Ex. W-2 is his letter dated 4-6-85. It shows that admittedly he did not attend, and did not report to duty since the first fortnight of October 1984. He further contends in Ex. W-2 that during the 3rd week of October 1984, he got admitted in the BGML medical establishment for treatment and that he had gone to Bangalore to take treatment in the Victoria hospital from 23-10-84 to 16-5-85 and that his health condition had become satisfactory and he was fit to join to duties by 17-5-85. Ex. W-2 does not state anything about his unauthorised absence from 1-10-84 to 5-10-1984. Thus, neither the oral evidence nor the documentary evidence produced by the first party workmen explains as to why he had unauthorisedly remained absent from 1-10-84 to 5-10-84. On the other hand, as discussed above the second party has established that he had remained absent without leave or permission from 1-10-84 to 5-10-84. The first part of the charge has been established by the management to the hilt.

15. WW-1 Anthony Doss, the workman swears in para 3 of his evidence that from 3-10-84 he was in Bangalore in Victoria hospital for treatment. In para 4 of his evidence he further states that in that regard he has produced a medical certificate Ex. W-1, and that he had taken it on 23rd and he informed about it to the BGML. In para 8 of his evidence he further states that on 23-10-84 he had sent a word through his one friend Pushparaj with a xerox copy of Ex. W-1. In order to corroborate the said evidence he has examined WW-2 Pushparaj. WW-2 Pushparaj has sworn in para 2 of his evidence that he had met the first party workman in Bangalore on 23-10-84. In para 3 of his evidence WW-2 states that on that day the workman Anthony Doss took him to the Victoria Hospital asked him to stand outside and then came back within a short time, wrote a letter and gave the same to him with a xerox copy of the certificate Ex. W-1. In para 4 he states that Anthony Doss told him to give the same one to Krishna of the CTD department of the BGML. In para 5 WW-2, Pushparaj states that on 24-10-84 he accordingly handed over the same to the said person. Thus, by virtue of the evidence of WW-1 in paras 3, 4, 7 and 8 and the evidence

of MW-2 in paras 2 to 8, it has been tried to be made out that on 23-10-84 itself, the first party workman had informed the management about his illness and he had produced a xerox copy of Ex. W-1 also. The management, on its part has examined MW-2 Krishna and he has sworn that he does not know any Pushparaj and on 24-10-84 no person by name Pushparaj had ever seen him or ever gave him any leave letter of the first party Anthony Doss. In para 11 of his evidence, it has been suggested to MW-2 Krishna that on 24-10-84 Pushparaj gave him a xerox copy of Ex. W-1 along with the leave letter of Anthony Doss and had asked him to give the same to the time keeper. No office copy of his any such leave letter is produced. The management has further examined MW-3 Jaipal, the time keeper. In para 26, it has been suggested to MW-3 that through WW-2 Pushparaj the management had been informed about his absence from 23-10-84 to 16-5-85. Thus on the one hand there is the evidence of WW-1, WW-2 and the documents at Exs. W-1 to W-3. On the other hand, there is the evidence of MW-1, MW-2 and MW-3 and the documents at Exs. M-1 to M-12 to show that he was absent, unauthorisedly from 1-10-84 to till the date of his dismissal. The matter is very simple to find out as to which of the rival contentions is sustainable.

16. Ex. W-1 reads as follows:
Reference.

KARNATAKA HEALTH SERVICES DEPARTMENT

Med. Genl 38

Station: Bangalore

No. 112658

Dated: 23-10-1984

LEAVE CERTIFICATE

This is to certify that Sri M. Anthony Doss age 34 years Driver, Central Transport Department, BGML is ill and unfit for duty, and requires is suffering from recurrent infective Hepatitis. He is, advised rest and treatment from 23-10-84 to 16-5-85 fit for duty on 17-5-85.

Medical Officer
Hospital.

If Ex. W-1 has been issued by a doctor of the rank of the District Surgeon working in the Victoria hospital, Bangalore, on 23-10-84 itself as shown in the certificate Ex. W-1, it escapes one's imagination as to how the Doctor had the profound knowledge to certify on 23-10-84 itself that Anthony Doss was suffering from recurrent infective hepatitis and that he was advised well in advance, for rest and treatment only for the specific period from 23-10-84 to 16-5-85 and as to how he was to be found fit for duty on 17-5-85 as long back as 23-10-84 itself. Thus, either Ex. W-1 is a fabricated document or that the evidence of WW-1 and WW-2 is patently false. Since, no doctor of any highest kind of intellectual caliber, can predict on 23-10-84 itself whether a patient suffering from infective hepatitis will specifically require rest and treatment only from 23-10-84 to 16-5-85 and that he would be certainly found fit on 17-5-85, it is patent that the dates originally, written as 16-5-84 and 17-5-84 in Ex. W-1 have been manipulated to show that they are 16-5-85 and 17-5-85, supposing for the purpose of discussion that the leave certificate correctly reads as follows:—"_____ he is advised rest and treatment from 23-10-84 to 16-5-84, fit for duties on 17-5-84", instead of the present writing as "_____ is advised rest and treatment from 23-10-84 to 16-5-85 fit for duty on 17-5-85", it will be too obvious to deny that such a certificate does not carry any sense because, there cannot be rest and treatment from 23-10-84 to 16-5-84 or fit for being duty on 17-4-84, by issuing a certificate dated 23-10-84. It is not the case of the first party workman that Ex. W-1 has not been issued on 23-10-84 or that there was a clerical mistake in showing that Ex. W-1 has been issued on 23-10-84. It is not his case that he was ill from any point of time till 16-5-84 and he became fit on 17-5-84. There is no charge against him that in 1984 he was absent till 16-5-84. The evidence of WW-1, WW-2 and MW-2 has been already discussed to show as to how the first party is vehemently contending that the concerned district surgeon issued Ex. W-1 on 23-10-84 itself and that he had got made a xerox copy of the same and that he had sent the same along with

MW-2 Pushparaj. On going through the certificate Ex. W-1, in the context of the oral evidence given by WW-1 and WW-2, I find that by no amount of concession, Ex. W-1 can be accepted as a genuine document.

17. The learned counsel for the first party referred to the case of O.A. Commen Vs. Management (1973 LAB I.C. page 1002). The authority states that proof of all the documents according to the Evidence Act is not necessary, when a letter addressed to the workman by the management was allowed without any objection as to its genuineness or admissibility. The learned counsel for the first party contended that the second party has not disputed the certificate Ex. W-1 and E. W-1 may be accepted as a genuine document. In para 6 of the counter statement it has been stated that the first party neither obtained permission, nor leave for taking treatment outside. It has been further contended that, had he atleast informed the management that he was going for treatment outside, then his version that he had gone for treatment would have had some relevance. It is then contended that the first party workman has not done so and hence any certificates brought by him after his dismissal has no value. It has been specifically contended that when he had been discharged by the medical authorities of the second party as fit for duty, there was no cause for him to go to Victoria hospital for treatment. These and several other contentions raised in the counter statement of the second party show that the second party has not admitted the certificate Ex. W-1. The claim statement has been filed on 17-7-87, and the counter statement has been filed by the second party on 30-7-87. The documents at Exs. W-1, W-2 and W-3 have been filed only on 14-10-87 under a list of documents. No explanation has been given as to why, atleast a xerox copy of the medical certificate Ex. W-1 was not enclosed to the claim statement. The aforesaid authority does not help the first party workman, in the context of the facts and circumstances of the present case. There is no force in the contention of the first party that the second party has not disputed the certificate Ex. W-1.

18. It is an admitted fact that the only communication about his alleged illness by the first party workman was through WW-2 Pushparaj. The evidence of WW-2 Pushparaj has been shown to be not reliable for two reasons. Firstly, the certificate Ex. W-1 is not consistent and compatible with the oral testimony of WW-2 Pushparaj. Secondly, it has been rebutted by the evidence of MW-2 Krishna. The evidence of WW-2 Pushparaj in para 8 shows that the workman Anthony Doss had met him two or three days prior to 23-10-84 at KGF itself, but he did not ask him since how long he was suffering from jaundice. If at all, the workman was in KGF itself prior to 23-10-84 there is no explanation as to why he did not attend to his job or did not explain to the management about his absence from 1-10-84 to 5-10-84. In para 14 of his evidence, the workman Anthony Doss himself swears that he was only an out-patient in Victoria hospital, and about 20 days or a month earlier to that he had gone to the Victoria hospital. The said evidence in para 14 thus suggests that since 20 days or a month prior to the date of Ex. W-1, namely 23-10-84 he was in Bangalore. The said evidence has been contradicted by the evidence of MW-2 Pushparaj, since he has stated in para 8 that only two or three days prior to 23-10-84 he had seen the workman Anthony Doss, in KGF itself. In para 20 of his evidence WW-1 Anthony Doss has sworn that he had sent an application Ex. W-2 dated 4-6-85 under certificate of posting and he had enclosed the certificate Ex. W-1. Ex. W-2 is a certificate of posting and shows that three letters had been sent to 3 different officers of the BGML on 4-6-85. If at all he had sent the certificate Ex. W-1 along with his application Ex. W-2, there is no explanation as to how the first typed copy of Ex. W-2 itself and that original certificate Ex. W-1 itself have been retained by the workman and how he has produced them in the Court on 14-10-87. Supposing that he had enclosed only a xerox copy of Ex. W-1 to his application dated 4-6-85 Ex. W-2, there is no explanation as to why he had not taken the step of sending any such petition under certificate of posting or by registered post at any time between 23-10-84 and 4-6-85, because according to him he had received Ex. W-1 on 3-10-84 itself. The subsequent

conduct of WW-1 Anthony Doss if he had obtained Ex. W-1 on 23-10-84 is thus not consistent with his case that he had taken immediate and proper steps to inform the management about his leave. In para 21 of his evidence WW-1 however states that he had sent only the xerox copies of the Ex. W-1 and W-2 to the management under certificate of posting. Though he admits that he knows that they are important documents, there is no explanation as to why they were not sent under registered post. In para 22 of his evidence he swears that from 23-10-84 to 16-5-85 he had taken treatment in the Victoria hospital. In that case there is no explanation as to why there is no medical certificate obtained by him of any date subsequent to 16-5-85 to establish that he was under treatment between 23-10-84 to 16-5-85. The certificate Ex. W-1 dated 23-10-84 for explaining the period of absence from 23-10-84 to 16-5-85 is absurd, to say the least. In para 28 of his evidence WW-1 concedes that either from the period from 1st October, 1984 to 5th October, 1984 or for 22nd October, 1984 to 29th October, 1984 he ever gave any written application for leave. In para 29 of his evidence he further admits that he could have had treatment in the BGML hospital itself. Thus, admittedly there was no reason for him to go over to Victoria hospital, Bangalore and take outdoor treatment at Bangalore for the long period between 23-10-84 to 16-5-85. In para 34 of his evidence WW-1 the workman has the case that from 17-5-85 he was in KGF itself. There is a suggestion made to MW-3 Jaipal, the time keeper that on or after 17-5-85, the first party workman had seen him and explained the matter and had asked for work. It is not the case of the first party workman that WW-2 Pushparaj ever knew MW-2 Krishna and therefore he had sent his leave letter along with the xerox copy of the certificate to give the same to the Krishnan. This fact has been specifically brought out by the management in para 13 of the evidence of WW-2 Pushparaj. He has sworn that he had not seen any Krishnan prior to 24-10-84. The learned counsel for the first party contended that 24-10-84 was a holiday and therefore there were only some workmen and that the evidence of WW-2 Pushparaj may be accepted that he had given the leave letter and the xerox copy of the certificate to MW-2 Krishnan on 24-10-84. Nowhere it is to be found in the evidence of WW-2 Pushparaj that either the first party workman Anthony Doss asked him to tell Krishnan to give his leave application and the certificate to the time keeper or that WW-2 Pushparaj himself requested Krishnan on giving them to him to hand over the same to the time keeper. The suggestion made to MW-2 Krishnan, in para 11 that Pushparaj gave him xerox copy of Ex. W-1 along with a leave letter with a request to give the same to the time keeper is thus obviously, an after-thought. No such suggestion has been made to MW-2 Jaipal, the time keeper. Looking from any angle it is apparent that the story put forth by the workman that he had gone to the Victoria hospital, Bangalore and took treatment as an out patient between 23-10-84 to 16-5-85 can hardly be accepted.

19. The learned counsel for the first party has referred to the case of Sindhu Resettlement Corporation Ltd. Vs. Industrial Tribunal of Gujarat and others (AIR 1968 Supreme Court page 529). The authority is on the point that refusal to re-employ a workman amounts to retrenchment. The facts of the present case do not show that the second party refused to re-employ him for no valid ground. The management has made out a case that he has committed such acts of misconduct, for which the punishment of dismissal is appropriate and therefore there was no obligation to take him back to service. The authority is of no assistance to him.

20. The learned counsel for the first party cited the case of Anil Kumar Vs. Presiding Officer and Others (1986 1 LLJ page 101). The authority is on the point that the report of the enquiry officer containing conclusions without reasons is not sustainable. It is not pertinent.

21. In para 8 of the counter statement the second party has contended that on four earlier occasions he has been punished for unauthorised absence and in spite of such punishments he has again committed the same act of misconduct. It was argued before me for the second party that the workman is in the habit of remaining absent unauthorisedly, and thus the work of the second party is put out of gear and often dislocated and that it is not a fit case to invoke the provisions of the section 11A of the I.D. Act. The workman has been subsequently recalled and examined on 3-5-88. In his subsequent evidence also he has not spoken a word in the examination-in-chief about the said previous punishments. Though he has denied in para 39 of his evidence that he has been punished on four earlier occasions the evidence produced by the management proves that he had unauthorisedly remained absent on four occasions and that he has been punished for the same. The evidence of MW-3 Jayapal and the documents such as Ex. M-11 establish about his similar acts of misconduct on four earlier occasions. No extenuating or mitigating circumstance is coming forth. Keeping in view the aforesaid facts and circumstances of the case,

I find that it is not a fit case to invoke the provisions of section 11A of the ID Act. In my opinion the order of dismissal is quite justified.

22. In the result, an award is passed to the effect that the management of the BGML was justified in dismissing from service Sri M. Anthony Doss T. No. 221 by its order dated 18-3-85 and that he is not entitled to any relief.

(Dictated to the personal assistant taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer

[No. L-43012/5/87-D.III(B)]

का. सा. 2655.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में भारत गोल्ड माइन्स लि., ओरगांम पोस्ट, के. जी. एफ. के प्रबंधन से सम्बन्धित विवादों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-8-88 को प्राप्त हुआ था।

S.O. 2655.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Gold Mines Ltd., Oorgaum, Post, KGF, and their workmen, which was received by the Central Government on the 9th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

Dated 3rd August, 1988

PRESENT :

Shri B. N. Lalge, B.A. (Hons.), LL.B. Presiding Officer.

CENTRAL REFERENCE NO. 153/87

I PARTY

Vs.

II PARTY

Shri M. Yesupadam,
Ex. Driver.
Door No. 30,
Mancak Block,
Marikuppam Post,
K.G.F.

The Chairman -cum-
Managing Director
M/s. Bharat Gold
Mines Limited,
Oorgaum Post,
K.G.F.

APPEARANCES

For the I Party Shri K. Subba Rao, Advocate,

For the II party Shri K. J. Shetty, Advocate.

AWARD

By exercising powers under Section 10 (1)(d) and (2A) of the I.D. Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its Order No. L-43012/10/87-D.III (B) dated 19-8-1987.

POINT OF REFERENCE

"Whether the dismissal of Sri M. Yesupadam, T. No. 312, Ex. Driver, Central Transport Dept. by the Management of M/s. Bharat Gold Mines Limited, Oorgaum, KGF vide order dated 18-12-85 with immediate effect is justified and proper? If not, to what relief is the workman entitled to?"

2. The I party workman has filed his claim statement and his contentions, in brief are as follows. He joined the II party Bharat Gold Mines Limited as a driver. He was discharging his duties efficiently. He has been illegally dismissed from service with effect from 18-12-1985. It is by way of victimisation for his trade union activities. On 27-3-1985, a chargesheet was issued to him. It was alleged that when he was posted for duty on tempo No. MYK 9512 on 1-3-1985 at 8 P.M., he had unauthorisedly made an entry into the prohibited working place and he was found in possession of 5 h.p. motor belonging to the II party and he had committed theft of the same. He gave his explanation on 4-4-1985. On 2-3-1985 the II party management had foisted a false report to the Sub-inspector of Police, Marikuppam Police Station. Based on the complaint dt. 2-3-1985, two police constables visited the mines and asked him to accompany them to the police station. He told them that he would come to the police station after the shift was over at 9.30 P.M. They did not agree and compelled him to go to the police station. At the police station, he was informed that he had committed theft of 5 h.p. motor from Edgar Shaft. In the police station, he was beaten and he was made to sign a mahazar. There was a force of an enquiry. It is against the principles of natural justice. Copies of documents were not furnished to him. The Deputy General Manager was not competent to issue a chargesheet against him. The II party did not permitted him to take the assistance of a lawyer. List of witness was not given to him. The Enquiry Officer did not explain the charges to him. He was not given fair opportunity to defend himself. The findings are perverse. Inconsistent statements of the management witnesses have not been explained. Accepting the report of the Enquiry Officer he has been dismissed from the service. The order of dismissal is not a speaking order. The action of the I party is illegal. The II party management has resorted to the said action of the instance of certain persons who are inimically disposed against him. The II party has victimised him and has indulged in unfair labour practice. The order may be set aside and he may be reinstated with consequential benefits.

3. The II party has filed its counter statement and inter alia, it is contended as follows.

The I party workman joined Bharat Gold Mines Ltd., on 7-3-1980. He was involved in the theft of the employer's property. A show cause notice dated 27-3-1985 was issued to him for the act of misconduct that on 1-3-85, he entered into the prohibited working place and was in unauthorised possession of 5 h.p. motor worth Rs. 3,500/- belonging to the II party. It was recovered from his house by the police. His explanation dt. 4-4-85 was not satisfactory. In his explanation, he has not complained about any ill-treatment by the police or that he was coerced to sign the mahazar. All opportunities were given to him to defend himself. The chargesheet has been issued by the Deputy General Manager (Engineering Services) and he was competent to do so. There is no provision in the standing orders to permit an employee to be represented by a lawyer in the domestic enquiry. As per the standing orders, he was permitted to have the assistance of any office bearer of the union or any other employee. He had chosen a union representative to assist him in the enquiry. Copy of the theft report was enclosed to the chargesheet. He was permitted to examine his defence witnesses, but he has not examined any. The Enquiry Officer gave his findings by taking into account all the material placed before him. The disciplinary authority has passed the order after taking into account all the facts and circumstances of the case. It is not correct that the said action has been taken

at the instance of any person who is inimically disposed against him. There is no question of victimisation or unfair labour practice. The reference may be rejected.

4. In view of the said pleadings, one additional issue, as shown below was framed. It was taken up as a preliminary issue.

Whether the II party proved that it has held the domestic enquiry in accordance with law?"

5. Both the parties adduced evidence on the same and they were heard. By a considered order dated 7-4-88, a finding has been recorded on the said issue that the II party has held the domestic enquiry in accordance with law. The parties were called upon to adduce further evidence, if any, and then argue.

6. No more evidence was adduced by either party.

7. The parties have been heard.

8. My finding on the point of reference is as follows.

The finding of the Enquiry Officer that the I party workman had effected unauthorised entry in the prohibited working place is not proved and the finding of the Enquiry Officer to that effect is not sustainable. The findings of the Enquiry Officer on the point that the workman was in unauthorised possession of the machinery belonging to the company and that he has committed theft of employer's property are sustainable. In view of my said finding, it is held as follows.

9. The order of dismissal dated 18-12-1985 passed by the B.G.M.L. in relation to Shri M. Yesupadam, T. No. 312, Ex-Driver, General Transport Dept. is justified and proper and he is not entitled to any relief.

REASONS

10. The learned counsel for the I party contended that the findings of the Enquiry Officer are not supported by legal evidence and secondly the reasoning adopted by him is not correct and even though the charges against the workman have not been proved, it has been held by the Enquiry Officer that they have been proved and thus the findings are perverse. There is a two-fold test of perversity of a finding. The first test is whether the finding is not supported by any legal evidence at all and the second test is whether on the basis of the material placed on record, no reasonable person could have arrived at the findings complained of. Ex. M-1 is the show cause notice dated 27-3-1985. It reads that the I party workman Yesupadam had indulged in unauthorised entry into the prohibited working place, that he was in unauthorised possession of machinery belonging to the company and that he had committed theft of employer's property. Then it is described that on 1-3-1985, when he was posted for duty on tempo No. MYK 9512 on second shift at about 8 p.m. he had gained entry into the Edgar's Capstan Hoist Chamber room (Mysore Mine) by breaking open the ventilator AC sheet and he had committed theft one 5 h.p. pump motor No. 2261 valued about Rs. 3,500/- and that it was recovered by the police from his house on 3-3-1985. Ex. M-1 further shows that it was enclosed with a copy of complaint. Ex. M-2 is the copy of the report of draft dt. 2-3-85. It shows that on 1-3-85 of the report of theft dt. 2-3-1985. It shows that on 1-3-1985, one 5 h.p. motor worth about Rs. 3,500 had been actually removed and stolen away and winding engine Driver, D. Ponnuswamy found about it when he went to take charge for hoisting. It is stated that he found that the south side asbestos window covering was broken and the said motor had been stolen away. Ex. M-3 is the notice of enquiry showing that Shri Thimmamma, APM will be the Enquiry Officer and that the enquiry had been fixed on 29-4-85 and that the management intended to examine as many as 7 witnesses shown therein and that he was told that he may bring his own witnesses and produce documents. Ex. M-4 is the proceedings of the Enquiry. Ex. M-5 is the report of the Enquiry Officer. Ex. M-6 is the second show cause notice. Ex. M-7 is the reply given by him to the same. Ex. M-8 is the order of dismissal. Ex. M-9 is the reply dt. 4-4-85 given by the workman to the show cause notice. Ex. M-1 the learned counsel for the I party did not point

out to any one of these documents and did not submit that anyone of them was inadmissible in evidence or that the Enquiry Officer has wrongly admitted any one of them on record. The report of the Enquiry Officer Ex. M-5 shows that he has examined PW-2 Ponnuswamy, the Complainant (2) PW-3 Nagaraj Venkatesh Deputy Chief Engineer, (3) PW-3 L. Asokan, the Foreman (4) PW-5 Jayapal, the cleaner (5) PW-1 Gnanaprakasam, Assistant Supervisor, (6) PW-7 Paul Anthony, the Security Officer and (7) PW-6 Mahesh, Sub-Inspector of Police, Marikuppam Police Station. Thereafter the Enquiry Officer has examined the workman Yesupadam and his witnesses such as Thangarajan, Kannan and Krishnan. The learned counsel for the I party did not point out and did not submit that the oral evidence of any of these witnesses examined for either party was inadmissible and that the Enquiry Officer has wrongly admitted the same as evidence. Thus, it is not a case, wherein the Enquiry Officer has based his findings on no evidence at all.

11. The learned counsel for the I party contended that the evidence produced by the management does not prove any act of misconduct, but still then the Enquiry Officer has held him guilty and thus the findings are perverse.

12. The chargesheet dt. 27-3-85, Ex. M-1 mainly deals with the charge of theft and unauthorised possession of the machine belonging to the company. In order to approve that there was theft of the 5 h.p. motor belonging to the II party, the management has examined Ponnuswamy. His evidence discloses that on 2-3-85, he was working in the first shift and when he went for duty on that day he found that one A.C. sheet of the ventilator of the Edgar Capstan engine room was broken and further when he checked up, he found that one 5 h.p. motor was stolen away from the room. He has further stated that the said motor was kept there two days prior to the incident, and it was brought from the water supply department. His evidence then discloses that on one or two earlier occasions, the said motor was kept there and it was taken back and that when he closed the room on 1-3-85 it was there, but on the morning of 2-3-85 it was stolen away. He has then stated that he immediately reported the matter to the Deputy Engineer and a theft report was sent and the complaint was registered with the Marikuppam police station. The material questions suggested to the said witness are whether he had seen the workman entering into the said working place on 1-3-85 and whether he had seen him stealing the motor or whether he had seen him in possession of the Company's property. For all these questions, the witness has answered in the negative. It is not at all the case of the management itself that he is an eye witness to the incident of theft. He has been examined only on the point that the said 5 h.p. motor had been stolen away from the Edgar's Capstan Hoist room and that the thief had entered into the said room by breaking the A.C. sheet of the ventilator. On this point, the evidence of Ponnuswamy has not been challenged. The evidence of PW-2 Ponnuswamy substantiates the theft report, Ex. M-2. It is further supported by the evidence of PW-1 Gnanaprakasam, the Security Supervisor, PW-3 Nagaraj Venkatesh, Deputy Engineer, PW-4 Asokan, PW-5 Jayapal, PW-6 Mahesh and PW-7 Paul Anthony. Thus, there is inimitable evidence that between the night of 1st and 2nd of March, 1985, some thief had broken open the A.C. sheet of the ventilator of the Edgar's Capstan Hoist Chamber room and had committed theft of 5 h.p. pump motor of the II party worth Rs. 3,500/-. There is absolutely no substance in the contention of the I party that he said part of the evidence does not prove that the said property of the II party had been a subject matter of theft.

13. There is no direct evidence produced before the Enquiry Officer to show that any witness had seen the workman entering into Edgar's Capstan Hoist room by breaking open the A.C. sheet of the ventilator. The findings of the Enquiry Officer indicate that on the basis that the workman was found in possession of the 5 h.p. motor in his house, the Enquiry Officer had drawn the reference that he had himself effected that entry and committed theft. From the mere fact of possession of stolen property, there cannot be a legitimate inference that he had effected entry into the said room by breaking open the A.C. sheet of the ventilator to remove the motor from the place.

14. The evidence of PW-1 Gnanaprakasam discloses that on 3-3-85, he got a telephone call from the Marikuppam police station that the motor bearing No. 2261 was recovered and then he went to the police station and found that the motor was with the police and he examined the number and found that it is MM 2261 of 5 h.p. He further states that he asked the police and he learnt that that the CTD Driver of the Edgar Shaft, Yesupadam was in possession of the same and it was recovered from his home. In that regard the only pertinent question put by the workman is whether he had seen Yesupadam in the police station and the answer is in the negative. The presence or absence of Yesupadam in the police station when PW-1 Gnanaprakasam visited the police station is not material. What is material is whether he had gone to the police station on 3-3-85 on receiving the telephone call and whether he did find the motor 2261 of 5 h.p. of the II party in the police station and learnt that it was recovered from the custody of Yesupadam from his house. The evidence of PW-3 Nagaraj Venkatesh also shows that on 3-3-1985 in the morning Shri Mahesh, the Sub-Inspector of Police, Marikuppam Police Station informed him that he had recovered the said motor and it was in the police station. He further states he sent his Foreman PW-4 Asokan to the police station to identify the same. Some important questions have been put to PW-3, the Deputy Engineer. They are as follows.

Qn. You said in your statement that the motor was recovered by police, have you asked with whom recovered?

Ans. Yes, the Electricity Department No. 2261, recovered from Yesupadam's house.

Qn. Do you know the identification No. of the motor?

Ans. Yes, Electricity Department No. 2261.

In the cross examination PW-3 Nagaraj Venkatesh concedes that he has not seen the police recovering the motor from the house of Yesupadam. He further states that he did not see Yesupadam in the police station at that time. These answers elicited in the cross-examination show that the motor was there in the police station in the morning of 3-3-85 when PW-4 had visited the police station. It appears in the evidence of PW-4 the Foreman Asokan that on 3-3-85 at 7.30 a.m. PW-3 Nagaraj Venkatesh, the Deputy Chief Engineer told him that that Marikuppam police had recovered the motor and he should go and identify the same. He then states that he went to the police station and saw the motor and it belonged to the BGML and there was their number 2261. The cross-examination of this witness is directed to know whether he had seen the said motor in the possession of the I party workman and whether he had seen him committing theft. The witness has stated that he has not seen him committing theft or seen the property in his possession. Similarly, there is no challenge to the evidence of PW-4 Asokan that he identified the motor 2261 in the police station on 3-3-85 soon after 7.30 a.m. The evidence of PW-7 Paul Anthony, the Security Officer indicates that after the II party gave the complaint to the police, the police followed up the motor. He has further stated that on 3-3-1985 the police had recovered the said motor from the house of Yesupadam and the Sub-Inspector of Police Marikuppam confirmed the same. In the cross-examination, PW-7 Paul Anthony had been questioned whether he had seen the workman entering into the prohibited working place or the workman committing theft and for both the questions the answer is in the negative. It is not the case of the management at all that PW-7 Paul Anthony had ever seen him breaking open the room or he had ever accompanied the police while the property was seized from his house. It is also admitted by him that he did not see the workman Yesupadam in the police station when he had visited. A question has been suggested to PW-7 that the police had foisted a case against him. The witness has answered that it was his opinion, I find that no inference can be drawn from the said answer. Though, it has been contended in the claim statement that the management has resorted to the said action at the instance of certain persons who are inimically disposed against the workman, there is not even a single suggestion to any of the 7 witnesses that they had any axe to grind against him.

15. Before discussing the evidence of PW-6 the Sub-Inspector of police, Mahesh, it would be proper to know as to what

was the defence of the workman before the Enquiry Officer. The 1st party workman has stated before the Enquiry Officer that on 2-3-1985, he was working in the second shift on vehicle No. MYK 9512 and at about 7.30 A.M. the police constables went to his workshop Edgar's shaft and wanted him to accompany them to the police station. His evidence further runs that he told them that he will attend the police station after his duty at 9.30 p.m. but that they did not agree and on informing the bankman, he went along with them to the police station. He then stated that police personnel asked him about the missing material, threatened him and beat him and then foisted a false case. Then he adds that mahazar witnesses Thangaraj T. No. 103 of Mysore Mue pump attendant and one Devakumar, project employee told the police that they had brought him; Yesupadam from duty and there was no case against him and that even if they are called in future they would say that they did not know anything and after signing the mahazar, he returned home. He has then stated that the police personnel have foisted a false case against him. To the question put by the Enquiry Officer, by way of clarification, he has stated that he has signed the mahazar in the police station because of the threatening and beating of the police. He however states that he does not know how and when Thangaraj and Devakumar had come to the police station. To make matters more clear, the Enquiry Officer has asked him a specific question whether Ponnuraj, Ganaprasam, Asokan or Jayapal have any enmity against him. The answer given by the workman is as follows "may be or may not be". Thus, it is crystal clear that there is no grievance by the 1 party workman against any of the employees of the B.G.M.L. or any witness examined by the B.G.M.L. in the domestic enquiry. His only specific grievance is against the police personnel. He has not named any police constable or any police officer as such. In this context, the evidence of PW-6 Shri M. S. Mahesh, the Sub-Inspector of Police requires to be examined.

His evidence discloses that on 2-3-85, when he was in charge of the police station PW-1 Ponnuswamy, Winding engine driver of Edgar's shaft appeared before him with a report of theft, and on the basis of the same, he registered a case in C.R. No. 17/1985 under Sections 457 and 380 of the I.P.C. and sent the P.I.R. to the court and to all concerned. He then states that on 3-3-85 in the early morning he visited the scene of occurrence and drew up the spot mahazar. He then states that during the course of the investigation, he got credible information that the workman Yesupadam is suspected in the case and therefore he sent the Assistant Sub Inspector and Head Constables Nos. 59 and 87 on special duty and they produced Yesupadam before him. His evidence then discloses that he arrested Yesupadam and interrogated him thoroughly and then the workman Yesupadam confessed that he had committed theft of 5 h.p. motor of the B.G.M.L. and he had kept the same in his house and that if taken to the house, he will produce the same. He has then stated that, thereafter he collected the panchas, left for Mancook Block, as per his voluntary statement and then the workman went inside his house and produced 5 h.p. Kirloskar Motor bearing No. M.M. 2261 and that it was seized under mahazar, and brought to the police station. His statement further shows that the motor and the accused were brought to the police station and kept there and on 4-3-85 he was sent to the court with a request for judicial custody. He has produced a copy of the mahazar dt. 3-3-85 and the Enquiry Officer states in the proceedings that it is marked as Ex. M-1. The P.S.I. has also produced a copy of the chargesheet and the Enquiry Officer records in the proceedings that it is Ex. M-2. The learned counsel for the 1 party strongly contended that the alleged statement of the accused has not been produced and that copy of the mahazar is not admissible. The P.S.I. Mahesh has sworn that the mahazar produced before the Enquiry Officer dt. 3-3-85 is the copy of the original mahazar. The management could not have secured the original mahazar since it was produced before the criminal court. The evidence of MW-6 Mahesh has not been challenged on the point that the mahazar produced in the proceedings which is at page 61 is not the true copy of the original mahazar. Strict rules of evidence are not applicable to the proceedings in a domestic enquiry. Since the Sub-Inspector of Police has stated before the Enquiry Officer that mahazar dt. 3-3-85 is the copy of

the original, I do not find that the Enquiry Officer has gone wrong in accepting the same. The mahazar itself contains the statements made by the 1 party workman.

17. I have underlined the admissible portion in red ink in the said copy of the mahazar and in my view so much portion of the mahazar would be admissible in evidence under Section 27 of the Indian Evidence Act, since the said information has led to the discovery of the stolen property, namely, 5 h.p. Kirloskar Motor bearing No. MM2261 belonging to the B.G.M.L.

The learned counsel for the 1 party placed reliance on the case of Makhan Singh Vs. Narainpura Co-operative Agricultural Service Society Ltd. and Another (1987 11 L.L.J. Supreme Court) (Page No. 533). The authority states that in the case of charge of embezzlement, the management cannot endeavour to prove its case by producing only photo copies of the entries of pass books as evidence without producing the originals. The facts of the reported case would show that in a case of embezzlement, the management tried to prove its case by producing 3 photostat copies of the entries of pass books marked as Exs. M-1 to M-3 and the originals were not produced. The appellant had denied that he had misappropriated the amount of Rs. 25 in the first case, Rs. 205 in the second case and Rs. 25 in the third case. He further contended that the photocopies were fabricated documents. In spite of such an objection, the labour court accepted the said evidence of photo stat copies and under such circumstances, it has been held that the court should not have relied upon the said documents. In the case at hand, it has been observed as to how there is no challenge to the copy of the mahazar produced by the management.

The learned counsel for the 1 party has referred to the case of Rajinder Kumar Khindra Vs. Delhi Administration (1984) 4 SCC (page 635). The authority has laid down the principle that the Tribunal should examine the evidence and should not merely rely upon the enquiry report. I have followed the principle laid down in its letter and spirit and in the light of the observations made in the authority, the evidence on which the Enquiry Officer has based his findings, has been analysed and marshalled.

Even, supposing for a moment, for the purpose of discussion that the copy of the mahazar is not admissible in evidence, there is nothing in Section 27 of the Indian Evidence Act that the statement made by the accused should be in writing only. What all the provisions indicate is that if any fact is deposited to as discovered in consequence of the information received from a person accused of an offence, while in the custody of the Police Officer, so much of information, whether it amounts to confession or not, has relation distinctly to the fact thereby discovered may be proved. Thus, the statement made by Mahesh before the Enquiry Officer that the 1 party admitted to have committed theft of the motor and he volunteered to produce the same from his house was legally admissible evidence, since the motor has been actually discovered from his possession, i.e., from his house. I, therefore, find that even if the copy of the mahazar is eschewed from the record, the evidence of MW-6 Mahesh proves about the confessional statement made by the 1 party and the recovery of the stolen property from him, on being produced by himself from his house.

18. In the cross-examination MW-6 Mahesh, the PSI has been questioned as to who was his informant. The witness has stated that he cannot disclose the name of the informant. He has disclosed the names of the witnesses examined by him. According to him, he has examined complainant Ponnuswamy, one Ramesh, Jayapal, L. Asokan, Devakumar, Thangaraj, Gnanam and Nagaraj Venkatesh. A question has been put to him that the workman had himself appeared in the police station voluntarily as per the call. The PSI has denied the suggestion. It has been further suggested to him that he has lodged a false case against him. He had denied it. He has then explained that the motor was

recovered from the interior room of the house No. 11, Hancock's Block, Marikuppam. Then, the following question has been suggested to him.

Qn. On 2-3-1985, I was on II shift, that day Police kept motor in my house and lodged a case?

An. I deny it and I have arrested you on 3-3-1985.

As observed earlier, in the claim statement, no name has been disclosed as to who is the person immediately disposed against the I party workman and at whose instance a false case has been raised against him. Similarly, no name of any person or any police official or officer has been suggested to any of the management witnesses, who was immediately disposed against him and at whose instance the case has been made against him. Nowhere, it appears in the entire enquiry proceedings that the workman had any case that Channappa-kasani, Ponnuswamy, Nagaraj Venkatesh Asokan, Jaypal and Raju Khimray had any interest to see that the I party workman is put to trouble or that they had any interest to act in collusion with the police or that the management of the B.G.M.L. had any grievance against the I party workman and intended to victimise him. Likewise, there is no suggestion or material placed on record to show that either MW-6 Mahesh, the P.S.I. or any other police official or officer had any enmity against the I party workman, so that he should secure one 5 h.p. motor of Kirloskar make No. 2201, then implant it in the interior part of the house of the I party workman and then make a show of bringing the police and getting it seized and getting him arrested. The aforesaid suggestion made to the P.S.I. Mahesh itself indicates that there is all the truth in the contention of the management that the motor was found in the house of the I party workman. If, to the knowledge of the I party Yesupadam, the said motor belonging to the company had been kept in his house on 2-3-85 when he was in the second shift, there is no explanation from him as to why he did not bring it to the notice of the management or any higher police officer soon after he returned from the second shift on 2-3-85. It is pertinent to note that Yesupadam was working in the second shift of 3-3-85 also. Thus, it is an admitted fact that in the entire day time of 3-3-85 until the second shift commenced, he was free to approach the higher police authorities or send representations by post or telegram or to approach the B.G.M.L. authorities and point out to them that when he was in the second shift of 2-3-85, a motor belonging to the B.G.M.L. had been stealthily kept in his house, so as to put him in trouble. Since no motive has been suggested to MW-6 Mahesh, it follows that the Enquiry Officer as amply justified in accepting his evidence. The said motor had been stolen away in the night between 1st and 2nd of March 1985 and the recovery has been made on 3-3-1985. Since the recovery from the house of the accused is admitted and since the fact as to how the motor was found in the house of the I party workman was exclusively within his knowledge, the onus shifted on him to show to the Enquiry Officer as to how and in what circumstances it was found in his house. Though the workman has suggested to the P.S.I. that it had been kept in his house on 2-3-85, when he was in the night shift, he has not stated anything about it in his statement made before the Enquiry Officer. In his statement, he merely states that the police threatened him, beat him and foisted a false case against him. He, however, concedes that the mahazar witnesses, Thangaraj etc., were present in the police station and they told the police that they were not going to support the police. The evidence of DW-1 Thangaraj, the first defence witness shows that when he was returning from Andersonpet market at 6 p.m. on 2-3-85, one police constable told him that the P.S.I. wanted him at the police station, then he went to the police station and the police took his signatures on white papers and sent him away. The copy of the mahazar dt. 3-3-85 shows that Thangaraj is one of the mahazar witnesses. The other mahazar witnesses was one M. Devakumar. The management cannot be blamed that it suppressed material evidence. It has examined one of the mahazar witnesses and if the mahazar witness has not supported the case of the management, it cannot be said that the entire case of the management is false. The second witness examined by the defence witness is M. Kannan. He has stated that he puts

up in Hancock's Block near the house of Yesupadam and he does not know anything about the case and on 2-3-85 he has not seen the police at his house. It is not explained as to how the evidence of DW-2 Kannan helps the workman. DW-3 is one A. Krishnan. He has stated that on 1-3-1985, he was in the general shift and he had allocated Yesupadam the work of tempo No. MYK 9312 on 1-3-85 and also on 2-3-85 and that he was posted in Mysore Mine Edgars for breakdown duty. The evidence of DW-3 Krishnan also has no bearing on the point that the said motor was found in the house of the I party workman. The learned counsel for the I party time and again contended that since there is no independent evidence of any mahazar witness to support the evidence of MW-6 Mahesh, it is obvious that the management has not proved its case and that the reasoning adopted by the Enquiry Officer is erroneous. The Enquiry Officer has specifically commented that the I party workman has stated nowhere in his evidence that the police had brought the motor to his house, kept it and then foisted a false case. He has also discussed the evidence of the management witnesses and also the evidence of the defence witnesses in order to arrive at the findings on the second and third charges. Even, if the case is such that it is possible to take a different view on the evidence, the Tribunal will not be justified in interfering with the finding. Even if the reasoning adopted by the Enquiry Officer is not very cogent or logical, the finding cannot be called as perverse. The Tribunal will not be justified in weighing the evidence for itself and determining the question of the perversity of the view arrived at by the Enquiry Officer in the light of its own findings. In other words, the findings of the domestic enquiry cannot merely be brushed aside, unless it is shown that they are based on no evidence. The pertinent question is whether any reasonable person could have arrived at such a finding in the context of the material placed before the Enquiry Officer. I have examined every detail of the evidence produced before the Enquiry Officer and find that any reasonable person could have arrived at the finding that the 5 h.p. motor of Kirloskar make MM 2261 belonging to BGML was in fact found in the house of the I party workman soon after the theft and that an inference arises under Section 114—illustration (a) of the Indian Evidence Act that the person who was in possession of the same viz., the I party workman was a thief or the receiver of the goods knowing it to be stolen. I cannot but reiterate that he has not accounted for the possession of the same. The inference drawn by the Enquiry Officer that he was a thief and that he was in unlawful possession of the Company's property cannot therefore be said to be perverse.

18. Ex. M-6 is the second show-cause notice and Ex. M-7 is the reply given by the I party workman. As regards the act of misconduct, he has not pointed out any extenuating circumstances. Ex. M-8, the order of dismissal shows that the disciplinary authority has taken into account the explanation given by him and has also perused the papers and no mitigating or extenuating circumstance was found and thus the punishment of dismissal has been imposed.

19. The Enquiry Officer has not recorded any specific finding as such on charge No. 1 that he had effected unauthorised entry in the prohibited working place. Notwithstanding my finding that there was no satisfactory evidence on the first charge that he had effected unauthorised entry into prohibited working place, I have found that the findings of the Enquiry Officer on the second and third charges are in accordance with the law and that there is no reason to interfere with the same.

19. The Clause No. 15(b) of the standing orders of the II party deals with the acts of misconduct. Clause 15(b)(15) deals with unauthorised entry into the working place of any prohibited area. The said charge has not been proved.

20. Clause 15(b)(23) deals with the misconduct of unauthorised possession of any property belonging to the company. Sub-clause (34) deals with the misconduct of theft or fraud or dishonesty in connection with the employer's property. The findings of the Enquiry Officer on these two charges have been held to be valid and sustainable in law. Since the misconduct committed is theft, I am of the view that the punish-

ment of dismissal imposed on him cannot be said to be disproportionate.

21. Though the I party has contended in the claim statement that he has been victimised for his trade union activities, no evidence has been adduced on that point and that I find that there is no case of victimisation.

22. It is not a case wherein the provision of Section 11A of the I.D. Act are to be invoked. The punishment of dismissal, in my view is appropriate.

23. In the result, an award is passed to the effect that the action of the management of M/s. Bharat Gold Mines Limited; Oorgaum in dismissing Shri M. Yesupadam T. No. 312, Ex. Driver to the Central Transport Dept., by an order dated 18-12-1985 is justified and that he is not entitled to any relief.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer

[No. L-43012/10/87-D.III(B)]

का. भा. 2656:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, भारत गोल्ड माइन्स लि., ओरगाूम प्रोस्ट, के. जी. एफ. के प्रबंधन से सम्बद्ध निरीक्षकों और उनके कर्मचारों के बीच, अनुबंध में, निरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलूर के पंचाट को प्रकाशित करती है, केन्द्रीय सरकार को 9-8-88 प्राप्त हुआ था।

S.O. 6526.—In pursuance of section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Bharat Gold Mines Limited., Oorgaum Port, K.G.F. and their workmen which was received by the Central Government on the 9th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT BANGALORE

Dated 1st August, 1988

Central Reference No. 97/87

I PARTY

Shri E.G. Francis
B.G.M.L.
Champion Reef Mines Stores
Champion Reef P.O.
K.G.F. 563 117

Vs.

II PARTY

The Chairman cum
Managing Director
Bharat Gold Mines Ltd.,
Suvarna Bhavan
Oorgaum K.G.F. 563 120.

APPEARANCES :

For the I party—Shri V. S. Naik, Advocate.
For the II Party—Shri K. J. Setty Advocate.

AWARD

By exercising its powers under Section 10(1)(d) of the I.D. Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute, by its order No. L-43012/5/85-D. III (B) dated 1st May 1987.

Point of Reference

“Whether the Retirement/Supernatuation of Shri E.C. Francis on 1-1-1985 by the management of Bharat Gold Mines Limited is justified? If not so, to what relief is he entitled?”

2. The I party workmen has filed his claim statement and therein, he has contended as follows. The management has illegally superannuated him. He was born on 5-11-1926 and he was baptised on 30-11-26. The record pertaining to baptism has been maintained in the regular course of business. His elder brother one Sri Pitchimuthu Savariappan was born on 26-8-1925. He was baptised on 1st September 1925. The I party workman joined the service in 1948 in the erstwhile gold mines run by John Teylor and Sons. They were the managing agents. The said company has been nationalised and now it is called as Bharat Gold Mines Limited. His service conditions are protected under Section 25 FF. He was working in the stores department. The authorities sought to retire him on the basis that he was born on 21-11-1924, though he was entitled to continue in service. A memo terminating his services with effect from 1st January 1985 was issued to him. His brother Pitchimuthu was retired from service on 1st January 1985. He has produced the certificate in support of his claim. The management did not consider the same. He approached the Assistant Labour Commissioner. The conciliation failed. The Government of India did not make any reference. He filed Writ Petition No. 20300 of 1986. Thereafter the present reference has been made. In his representation dt. 14-12-84 he has stated that he was born on 5-11-1926. He had received a memo, informing him that he would retire from service on 1-1-85. Thereafter, he gave his representation that he was due to retire on 30th November 1986. It was brought to the notice of the authorities that his elder brother Pitchimuthu, Badge No. 10890 B-Grade Electric Foreman was born on 26-8-1925 (it appears that instead of 1925, by mistake it is typed as 1985). He has four brothers and sisters. In July 1984, his brother had received a memo that he would be retired with effect from 1-1-1985. The II party refused to consider his case on the ground that he was given an opportunity by Memo No. II dated 2nd December 1963 and Memo No. 2/90 dated 3-4-1964 to produce documentary evidence for hearing on the points of alteration of date of birth and he has not availed of that opportunity. The management has acted arbitrarily. He is entitled to continue in service till the age of 60. He has been retired 1 year 11 months earlier to the correct date of retirement. The action of the management is contrary to the standing orders and service conditions. It amounts to illegal termination of his services. It is in contravention of Section 2(oo) and Section 25N and other provisions of Chapter VA. Chapter VB of the I.D. Act. In several cases, the management has taken into account the Baptism certificate and other records to correct the date of birth, where wrongful entries were made in the service record. The management has refused to reconsider its decision. He was not aware of any circular. It was not made known to him. Even otherwise, a mistake which is brought to the notice of the management shall have to be corrected. An award may be passed that he was entitled to continue till 30-11-1986 and that he may be granted the back wages and consequential benefits.

3. The II party management has filed its counter statement and inter alia, it is contended as follows.

He has been superannuated with effect from 1-1-1985, he having attained the age of 60 years on 31-12-1984. It is not correct to say that he was born on 5-11-1926. The II party is not aware of the Baptism alleged to have been done on 30-11-1926. At the time of employment, he had declared year of birth as 1926 and it has been recorded in the service card as shown in annexure 'A'. Since the date and month of birth are not noted, he has been given the benefit of continuance of service till 31-12-84. The II party is not aware of his brother by name Pitchamuthu Savariappan or that he was born on 26-8-1925. There was one employee by name Pitchamuthu and he having attained the age of 60 was superannuated with effect from 1-1-1985. There is no employee by name Pitchamuthu Savariappan, claiming himself as the brother of the I party and working in the B.G.M.L. Pitchamuthu was a Hindu, whereas the claimant is a christian. He has particularly declared his year of birth as 1924 at the time of his employment and also while giving P.F. Nomination form. The baptism certificate, on which he claims that his age is 5-11-1926, appears to have been obtained by him

on 18-3-1984, after the notice of retirement was issued. It is not an authenticated document. The II party had issued notification in 1963 and 1964, giving opportunities to the employees to get the mistakes if any, appearing in the service record regarding date of birth corrected. Many employee produced documentary evidence and got their age rectified. The notification are produced at annexures E and F. It has been specifically shown in the notifications that no further chance would be given for correction of date of birth. The I party workman has given his nomination forms, showing his date of birth as 21-11-1924, after the said notifications were issued. Now he cannot dispute the age of retirement. It is true that he has been retired on 1-1-85 on attaining the age of superannuation. He had made a representation for extension of service. Since opportunities were already given to him and since he failed to avail of the same, he cannot maintain the present claim. Section 2(a) does not apply, since the termination of service is on his attaining the age of superannuation. No provision of Chapter VA or VB has any bearing. The reference may be rejected.

4. In view of the said pleadings, one additional issue has been raised, as shown below.

Whether the first party cannot dispute the date of birth given by him as 1924, since opportunities were already given in 1963 and 1964 as alleged in Para 4 of the counter statement?

5. The management has then examined one witness and has got marked Exs. M-1 to M-7.

6. For the I party workman, the workman has got himself examined. On 23-11-87, the I party examined WW-2. On 19-1-88, the I party again moved this Tribunal for recalling WW-2 for further examination in chief. It was allowed. He was recalled and further examination-in-chief was made. Cross-examination of the witness was, however, adjourned. On 1-3-1988, in the order sheet that the evidence of WW-2 has been recalled and the I party has decided to give up the said witness. Since the II party had no opportunity to cross-examine the witness, as regards the evidence given by him in examination in chief on 19-1-88, it has been ordered on 1-3-1988, in the order sheet that the evidence of WW-2 has remained incomplete and it shall not be taken into account at all.

7. Thereafter the I party workman has examined his brother as WW-3.

8. The parties have been heard.

9. My findings on the additional issue and the point of reference are as follows.

Additional Issue
Yes
Point of Reference

The retirement/superannuation of Shri E.G. Francis on 1-1-1985 was justified. He is not entitled to any relief.

REASONS

Additional Issue

10. MW-1 Sannamailge in the Personnel Manager of the II party. In para 9 of his evidence, he has sworn that in 1963 the management had sent a circular to the effect that if any employee intended to dispute his recorded date of birth or if he wanted to get it changed, he should produce relevant documents as indicated in the circular. The said circular has been marked as Ex. M-3. He has further sworn that the time limit shown in Ex. M-3 was further extended as shown in another circular Ex. M-4. Ex. M-3 dated 2-12-1963 indicates that representations had been received time and again from individual workers and also from the unions that in most cases, the date of birth of the employees as shown in the service records are not correct and therefore purely as a measure of good will, the management has decided to finalise the said matter once for all by giving an opportunity to all the persons recruited prior to 1-1-1956 to have their

date of birth amended, it found to be incorrect and that the concerned workman should produce the following document as evidence to prove his correct date of birth. The documents sought for are : (1) Extract from the birth register of the local Officer or Taluqdar or from the village Munsif or from the President of the Panchayat, (2) Certificate of date of birth from the school, (3) Baptism certificate, in the case of Christians (4) Original horoscope along with the affidavit in support of the same, (5) In cases where the Registrar of Births and Deaths certified that records are not available, the concerned may file an affidavit. In Para 5 of Ex. M-3, it has been specifically stated that those who do not avail the opportunity, it will be presumed that their date of birth as recorded in the service card and P.F. nomination form will be presumed to be correct and no further representation will be entertained. Ex. M-4 dated 3-4-1964 shows that since representations had been received to extend the time limit for producing the documents, the management considered the matter carefully and has extended the time upto 30-4-1964. Illustration (c) to Section 114 of the Indian Evidence Act shows that there is a presumption that an official act has been regularly performed. The evidence of MW-1, Exs. M-3 and M-4 thus establish for the party that from 2-12-1963 to 30-4-1964 all the employees of the II party had been given an opportunity to get their date of birth corrected, if the records did not show their correct date of birth. In the claim statement at Para 5, it has been contended that the I party was not aware of such circulars and it was not made known to him. In Para 36 of his evidence WW-1 E.G. Francis, the workman swears that he does not know about the Circular Ex. M-3 and that he does not know whether on the representation of the Union, the time was extended as per Ex. M-4. It has been further suggested to him that taking advantage of the said circulars, many workers have got their dates of birth corrected. WW-1 states that he does not know whether many workers availed that opportunity. Since there is a presumption that an official act has been done regularly, the burden of rebutting that presumption was on the I party workman. Except for his bare oral statement, there is nothing on record to show that the II party had not given sufficient publication to the said circulars by putting them on notice boards. The workman has examined WW-3 Savoriappan Pitchamuthu and there is nothing in the evidence of WW-3 also that no such circulars were put up on the notice boards of the II party. The evidence of MW-1 and Exs. M-3 and M-4 prove that the management had given adequate opportunity to have his date of birth corrected in 1963 or 1964 itself.

11. Section 12A of the Industrial Employment (Standing Orders) Act 1947 shows that the prescribed model standing orders shall be deemed to be adopted in an establishment and the Provisions of Section 9, Section 13 (2) and Section 13 (A) shall apply to such model standing orders. Schedule IB shows about model standing orders on additional items are applicable to all industries Schedule IB has been inserted by GSR 30(E) dt. 17-1-1983. The I party workman was still in service on 17-1-1983. The provisions of Schedule IB are thus applicable to his case also. It has been already observed as to how Ex. M-3 states that if no representation is made in pursuance thereof, it will be presumed that an employee had no grievance and that the date of birth as recorded shall be presumed to be correct. Clause 1(c) of Schedule IB shows that any case where date of birth of any workman had already been decided on the date these rules come into force shall not be reopened under these provisions. Clause 1(c) of Schedule IB debar the I party workman from rearguing the correctness of his date of birth. There was no argument from the side of the I party on the said point of law.

12. Supposing, for the purpose of discussion that the I party workman has a right to reargue about the correctness of his date of birth, the evidence produced on record has been considered and analysed.

13. MW-1 Sannamailge has sworn that while entered into service, he had declared his year of birth as 1924 and accordingly, it has been recorded in the service card Ex. M-1. He further relies upon his P.F. nomination form Ex. M-2. Ex. M-2 has been given on 3-5-1979. WW-1, the workman

admits about his signature at Ex. M-2 (a). In para 32 of his evidence, the workman Francis has admitted that Ex. M-2 has been filled up by him and in his own hand. In para 33, he further admits that he had given the same in 1979. There is no explanation by him as to why he did not verify the correctness of his date of birth before he gave it as 21-11-24 in Ex. M-2. Ex. M-5 is the service record of the I party workman maintained since 1973. It shows that this year of birth is 1924. Ex. M-6 is the service book which contains the entries since 1-10-1972. It shows his year of birth as 1924. Ex. M-7 dated 20-10-1984 is the representation by the I party workman that he had received a notice of retirement in July 1984 and that he intends to bring to the notice of the management that himself and his elder brother Pitchamuthu cannot be retired on the same day viz. 1-1-1985 and therefore his claim that he has still the service of one year and four months may be considered. With reference to Ex. M-7 also there is no explanation as to why no immediate action was taken, even though he had received the notice of retirement in July 1984. The learned counsel for the II party contended that only after the issue of retirement notice, the I party workman has managed to get some documents and has been falsely agitating that his correct date of birth is 21-11-1924. The conduct of the I party workman supports the said contention of the II party. All these documents at Exs. M-1 to M-6 substantiate the evidence of MW-1 in proving that the correct date of birth of the workman is 21-11-1924.

14. On the other hand, the workman has examined WW-3 Pitchamuthu. WW-3 claims to be the elder brother of WW-1 Francis. He has not produced any documentary evidence such as his birth extract or school certificate to show that his own correct date of birth is 26-8-1925. He has not given the dates of birth of his other brothers and one sister. No attempt has been made either by the I party of WW-3 to show about the correct dates of birth of their brothers and a sister. In para 28 of his evidence WW-3 admits that he came to know about the date of birth of Francis only through the church record. The evidence of WW-2 Viswanathan, the catechist of the church has been excluded from evidence, since he has not been tendered for cross-examination after he was recalled and examined further by the I party. The evidence of WW-1 is interested testimony.

15. Ex. W-1 is the pay slip of Pitchamuthu. Ex. W-2 is the service certificate of Pitchamuthu. It does not show his date of birth. Exs. W-1 and W-2 do not help the workman. Ex. W-3(c) is the xerox copy of the Baptism register. It shows that one Francis was baptised on 30-11-1926 and he is the son of Gnanaprakasam. Ex. W-3 (d) is the xerox copy of the Baptism register. It shows that Pitchamuthu Savariappa was born on 26-8-1925 and he was baptised on 1-9-1925 and that his father was Maria Gnanaprakasam. No independent evidence has been produced before me to show that Mariam Gnanaprakasam the person shown as the father of Pitchamuthu Savariappa was the same person as Gnanaprakasam, the person shown as the father of the Francis. Even if it is supposed the evidence of WW-2 Viswanathan is admissible in evidence, admittedly he has no personal knowledge about Gnanaprakasam or his wife or about Mariam Gnanaprakasam and his wife. There is no explanation as to why no contemporary of Gnanaprakasam Mariam Gnanaprakasam has been examined. Ex. W-4. (e) certificate issued to the Parish Priest is admittedly based on the original Baptism certificate. It cannot carry any better weight than Ex. W-3 (c). Ex. 5(b) is a xerox copy of the marriage register. It does not show about the date of birth. The original registers of Ex. W-3 (c), W-3 (d) and W-5 (a) have been returned to the church authorities, since they were required for day to day working of the church. Even on the basis of the evidence, it is difficult to arrive at a conclusion that the correct date of birth of the I party is 21-11-1926. I cannot but reiterate that it has not been established that WW-3 is the full brother of WW-1.

16. The learned counsel for the I party contended that the II party has not specifically contended that WW-3 Pitchamuthu is not a brother of WW-1 Francis and therefore it may be held that the correct date of birth of Francis is 21-11-1924. The II party has specifically denied about in para 4 para 4 of the counter statement about any knowledge that Pitchamuthu is an elder brother of Francis

The said contention holds no water. The learned counsel for the I party then contended that no evidence has been produced by the II party to show that the copies of Exs. M-2 and M-3 were served on the I party and thus it may be held that the I party had no knowledge about them. In my view the evidence of MW-1, Exs. M-3 and M-4 themselves and the non-denial statement of WW-1 read along with the presumption under Section 114 (e) of the Evidence Act establish that knowledge about them shall have to be presumed. The learned counsel for the I party contended that the initials of WW-1 and WW-3 are immaterial and since it is not suggested to WW-3 that he is not a christian, it may be held that WW-3 is the elder brother of WW-1. Nothing prevented the I party workmen from producing independent testimony. Secondly, no documentary evidence has been produced such as birth extract or the school certificate either of WW-1 or of WW-3. In the face of several admissions by WW-2 that they make record regarding the date of birth on the verbal statement of the parents, the entries in the baptism register cannot be taken for granted. I am, therefore, not impressed by the said submission. It was argued for the I party that the II party has no contention that they had made any investigation and found that the contention of the I party was incorrect and since there is no such case, it may be held that the I party had established his case. The learned counsel for the II party argued that there sufficient evidence on produced by record the II party to show about his correct date of birth and nothing else was required to be done. I do not find that there was any obligation on the part of the II party to embark on any investigation. Looking from any angle I do not find that the evidence on record proves that his correct date of birth is not 21-11-1924.

17. Since the workman is not entitled to claim that he has been retired prematurely, he is not entitled to any relief.

18. In the result, an award is passed to the effect that the action of the management of the B.G.M.L. in retiring/superannuating Shri E. G. Francis on 1-1-1985 cannot be said to be unjustified and that he is not entitled to any relief.

(Dictated to the Personnel Assistant, taken down by her, got typed and corrected by me.)

B. N. IARGE, Presiding Officer
[No. 1-43012/5/85.D.III(B)]

धन मंत्रालय

नई दिल्ली, 19 अगस्त, 1988

का. प्रा. 2657—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केन्द्रीय सरकार विभूतिगुड्डा आयरन ओर माईन्स, सेगर्स प्रो. प्रो. एम्. (प्रा.) लि. के प्रबंधकों में सम्बन्ध विवादों और उनके कर्मचारियों के बीच, प्रत्यक्ष में विवाद औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, बंगलूर के पंजाब को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-8-88 प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 19th August, 1988

S.O. 2657.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Vibhutigudda Iron Ore Mines of M/s. V. G. (P) Limited and their workmen, which was received by the Central Government on the 11th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated, 29th July, 1988 at Bellary camp

Central Reference No. 16/88

I PARTY :

15th Workmen rep. by the,
Secretary, Mines Employees,
Union, 105, K. C. Road
Bellary (KARNATAKA).

Vs.

II PARTY :

The managing Director,
Vibhutigudda Iron Ore,
Mines of M/s. Vibhuti-
gudda Mines (P) Ltd.,
Kappagal Road, Bellary.

APPEARANCES

For the I party Shri D. Soloman.

For the II party Shri.

AWARD

The Government of India, Ministry of labour has made the present reference by its Order No. L-26011/6/88-D. III(B) dated 8-3-1988 on the following point of reference.

POINT OF REFERENCE

"Whether the action of the management of Vibhutigudda Iron Ore Mines of M/s. Vibhutigudda Mines (P) Limited in laying off 15 workmen with effect from 11-1-1988 is justified. If not, what relief the workman are entitled to?"

2. The parties had filed their pleadings and the matter was called at Bellary Camp on 29-7-88.

3. Sri. Dasan Soloman, President of the I party Union filed his authorisation. The said president for the first party and the Manager of the second party filed a memorandum of settlement and urged that the settlement may be accepted and an award may be passed in terms of the same. Both of them admitted about the contents and execution of the settlement. The settlement is in favour of the workman, since all the fifteen workman are not working in the Mines. It deserves to be accepted.

4. In the result an award is passed in terms of the settlement. The enclosed settlement shall form part of the award.

(Dictated to the Personal Assistant taken down by her got typed and corrected by me).

B. N. LALGE, Presiding Officer

[No. L-26011/6/88-D. III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 18 अगस्त, 1988

बन. प्रा. 2658:—औद्योगिक विवाद प्रवर्धन, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व भारतीय खाद्य निगम, नई दिल्ली के संबंधित के सम्बन्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रवर्धन, के पंचाट को प्रस्तुत करती है, जो केन्द्रीय सरकार को 4-8-88 को प्राप्त हुआ था।

New Delhi, the 18th August, 1988

S.O. 2658.—In pursuance of section 17 of the Industrial disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Food Corporation of India, New Delhi and their workmen, which was received by the Central Government on the 4th August, 1988.

ANNEXURE

BEFORE SHRI G. S. KALRA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW
DELHI

I.D. No. 18/85

In the matter of dispute between

Shri B. K. Saini represented by F.C.I.

Employees Congress, B-4-A/48, Rana Pratap Bagh,
Delhi-7.

Versus

The Management of Food Corporation of India through
Zonal Manager (North); Ansal Bhawan, New
Delhi.

APPEARANCES :

Shri Ashok Aggarwal—for the workman.

Shri G. M. Baweja—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-42012(28)/84-D. V dated 26th April, 1985 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Food Corporation of India in imposing the punishment of stoppage of three increments with cumulative effect from 1978, 1979 and 1980 of Shri B. K. Saini is legal and justified. If not, to what relief is the workmen concerned entitled?"

2. The workman who is employed as Assistant Grade I in the Regional Office of the Food Corporation of India (in short FCI) was tried for the following charge of misconduct vide charge sheet dated 17-10-74 (Ex. M-1) :

"Statement of the articles of charges framed against Shri B. K. Saini, Asstt. Grade-I (Min), Regional Office, New Delhi.

Shri B. K. Saini, while working as Asstt. Grade-I in Regional Office, conducted himself in most unbecoming, undignified and indisciplined manner on 30-7-1973 by using abusive language against his colleague and superior and tried to assault them.

He was not punctual in his attendance and also not paying full attention to his office work allotted to him. Besides, he marked the Casual Leave in the Attendance Register against the name of the official who was present in the office."

Shri Baldev Kapoor (Joint Manager) Enquiry conducted the domestic enquiry against the workman and found the charge against the workman established. On the basis of the findings of the Enquiry Officer the Disciplinary Authority vide order No. A-RIC/5/73/4413 dated 2/27-9-77 (Ex. M-2) imposed penalty of stoppage of three increments for the years 1978-1979 and 1980 with cumulative effect. The workman filed an appeal before the Appellate Authority and the Appellate Authority vide his Order dated 3-6-78 (Ex. M-3) dismissed the appeal and upheld the order of punishment. The workman then filed a review petition before the Managing Director who also dismissed the review petition vide his Order dated 30-9-81 and the punishment awarded was upheld.

3. The workman has challenged the Order of punishment as illegal and unjustified, mala fide, improper, unjust, arbitrary, discriminatory, contrary to the terms and conditions of employment, violative of the principles of natural justice and the provisions of Article 14 and 16 of the Constitution on the grounds that the alleged charges against him are vague, uncertain and un-specific; that the Management was unhappy with the workman on account of his trade union activities and had already made up its mind to punish him; that the Enquiry Officer proceeded ex parte on 18-6-76 whereas the workman was actually sick and the enquiry officer was duly informed about the same; that the enquiry officer was biased against the workman; that the findings of the enquiry officer were perverse as these were based on conjectures and surmises; and the alleged charges were never proved; that the enquiry officers acted in allowing S/Shri M. R. Sahbani and S. J. Kanoria to appear as prosecution witnesses, although their names were not included in the list of witnesses that the orders of punishment had been passed in

arbitrary manner and the workman had not been issued show cause notice before passing the order; that the punishment imposed on the workman is disproportionate to the gravity of the alleged charges.

4. The Management submitted that the enquiry proceedings were conducted in accordance with the FCI regulations and in accordance with the principles of natural justice. The workman was given opportunity to defend himself. The workman was delaying the proceedings by submitting false medical certificates and therefore the enquiry officer was fully justified in proceeding ex parte against him on 18-6-76. The appeals and the review petitions filed by the workman were duly considered by the respective authorities and were rejected. The punishment imposed was minor and lenient view had been taken. The order of punishment was legal, valid and justified.

5. I have carefully examined the pleadings of the parties and the evidence brought on record and the arguments submitted on behalf of the parties and I am of the view that the domestic enquiry conducted against the workman is quite fair and proper. It appears that the workman was wilfully absent on 18-6-76. As the workman was absent and he sent telegram only at the 11th hour unaccompanied by any medical certificate the enquiry officer was fully justified in proceeding ex parte. The medical certificate (Ex. M7) submitted by the workman later on was found to be forged as per letter dated 8-3-1977 (Ex. M-10) sent by the All India Institute of Medical Sciences wherein it was intimated that the medical certificate had not been issued by the Institute and the Institute did not have any Doctor by the name of Dr. D. K. Rana who is purported to have issued that medical certificate. Even the Institute and the hospital had never used the type of letter-head used in the medical certificate. The workman has tried to take advantage of the finding of the enquiry officer in a subsequent charge sheet dated 22-9-77 in which one of the charges was that he had submitted false medical certificate for the period from 18-6-1976 to 18-7-1976 and that he had failed to appear before Shri Baldev Kapoor the Enquiry Officer. The charge sheet dated 22-9-77 has to be seen in the context of the main allegation that the workman had failed to comply with his transfer orders to Aligarh and had remained absent from duty and in this context had submitted false medical certificates. No doubt the Enquiry Officer in the second enquiry did not find the charge against the workman proved but it is to be kept in view that the said report of the enquiry officer has not been accepted by the Disciplinary Authority as in spite of the said report the Disciplinary Authority warned the workman to be careful in future in the discharge of his duties vide his order dated 2-5-1979 (Ex. M-11). It is also pertinent to note that the enquiry officer has not specifically held that the certificate produced by the workman were genuine. The letter dated 28-3-1977 (Ex. M-16) from the All India Institute of Medical Sciences makes it abundantly clear that the medical certificates submitted by the workman were not issued by the Institute and, therefore, no fault can be found with the enquiry officer in not relying upon any such medical certificate and proceeding ex parte against the workman.

6. Another point made out by the workman, is that the Enquiry Officer allowed the examination of S/Shri M. R. Sahherwal A.M. (Audit) and S. K. Kapuria A.C.I. to appear as prosecution witness although their names did not appear in the list of witnesses. No doubt the names of these two persons are not included in the list of witnesses, yet these two are the very persons who were allegedly manhandled and abused by the workman and are directly concerned with the charge against the workman. Therefore, both these persons were most relevant witnesses and no illegality was committed by the Enquiry Officer in allowing the examination of these witnesses. Their examination has not caused any prejudice to the workman.

7. The workman has not been able to point out any violation of the rules or the FCI regulations. There is also no evidence of any bias by the enquiry officer against the workman. The findings of the enquiry officer are based on the evidence produced before him and are not perverse in any manner. The workman has had full opportunity to produce evidence in his own defence. No fault can be found with the Management if the workman deliberately tried to delay the enquiry and failed to put in appearance on the date 2126 GI/88-9.

fixed for the holding of the enquiry and was, therefore, proceeded ex parte. It is, however, significant to note that even while the workman was proceeded ex parte, the Enquiry Officer proceeded to record the statements of the two defence witnesses who were present and one out of those witnesses also has supported the charge against the workman while the other stated that he had no knowledge about the occurrence and he did not know why he has been cited as a witness and conjectured that possibly he was cited as witness as he happened to be the neighbour of the workman. The appeal and the review petition filed by the workman were duly considered and rejected by the appropriate authorities. Therefore, by all tests the domestic enquiry against the workman appears to be fair and proper and it is held accordingly.

8. As regards the quantum of punishment, stoppage of three increments with cumulative effect appears to be somewhat excessive. The punishment is hereby reduced to stoppage of increment for two years i.e. for 1978 and 1979 with cumulative effect. Except for this modification in the punishment, the action of the Management is held to be legal and justified. It is directed that the increment for the year 1980 shall be restored to the workman and he should be paid all the arrears within one month of the enforcement of the award, failing which the Management shall be liable to pay compound interest at 12 per cent from the date of the Award. This reference stands disposed of accordingly.

G. S. KALRA, Presiding Officer

27th July, 1988.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.
27th July, 1988.

G. S. KALRA, Presiding Officer

[No. L-42012/28/84-D.V.]

का. सा. 2659—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार व सेमसे ई. सी. लिम. की खोटादीह कोलियरी के प्रबंधन के सम्बन्ध में निम्नलिखित और उनके कर्मचारों के बीच अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधीकरण, कलकत्ता के पचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-8-88 को प्राप्त हुआ था।

S. O. 2659.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, as known in the Annexure, in the industrial dispute between the employers in relation to the management of Khottadih Colliery of M/s. Eastern Coalfields Limited and their workmen, which was received by the Central Government on the 4th August, 1988.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

Reference No. 12 of 1986

PARTIES :

Employers in relation to the management of Khottadih Colliery of M/s. Eastern Coalfields Ltd.

AND

Their Workman

APPEARANCES :

On behalf of Employers—Shri P. Banerjee, Advocate.

On behalf of Workmen—None.

STATE : West Bengal.

INDUSTRY : Coal

AWARD

By Order No. L-19012(29)/85-D.IV(B) dated 17th January, 1986, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication :

"Whether the Management of Khottadih Colliery of M/s. Eastern Coalfields Ltd., P.O. Khottadih Distt. Burdwan (WB) was justified in dismissing Sh. Jogesh Majhi, Underground Tramnier, from service on 13-6-1984 ? If not, to what relief the Workman concerned is entitled ?"

2. The union which espoused the cause of the workman concerned has sent an application stating that the workman concerned has already expired and that the union does not want to proceed with the reference. Mr. Banerjee appearing for the management also submits that he got the report that the workman concerned had expired. In the circumstances there is no other alternative but to pass a 'No Dispute' Award and accordingly I do so.

This is my award.

Dated, Calcutta,
The 28th July, 1988.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-19012(29)/85.D.IV(B)]

का. प्र. 2660:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने मैसर्स ई. सी. लिम. की पुरुशोत्तम्पुर कोलिअरी की बाराखा यूनिट के प्रबंधन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध, में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण कलकत्ता के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-8-88 को प्राप्त हुआ था।

S. O. 2660.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Darula Unit of Purushottampur Colliery of M/s. E.C. Ltd. and their workmen, which was received by the Central Government on the 4-8-88.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 11 of 1984

PARTIES :

Employers in relation to the management of Darula Unit of Purushottampur Colliery (BMS)

AND

Their Workmen

APPEARANCES :

On behalf of Employers—Mr. Prasanta Banerjee, Advocate.

On behalf of Workmen—Mr. R. Singh, Assistant Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(47)/83-D.IV(B) dated 29th March, 1984, the Government of India, Ministry of Labour & Rehabilitation (Department of Labour) referred the following dispute to this Tribunal for adjudication :

"Whether the refusal of employment to Shri Awadesh Tewari, Clerk Gr. II by the management of Darula Unit of Purushottampur Colliery of E.C.L. w.e.f. 31-1-73 was justified ? If not, to what relief he is entitled ?"

2. When the case is called out today, both the management and the union concerned have filed a memorandum of settlement under the signatures of the respective parties including that of the workman concerned and both parties pray for an Award in terms of the memorandum of settlement.

3. Considered the memorandum of settlement which appears to be fair, reasonable and in the interest of the parties. The reference is disposed of in terms of the memorandum of settlement which do form part of the Award as Annexure—'A'.

This is my Award.

Dated, Calcutta,
The 28th July, 1988.

SUKUMAR CHAKRAVARTY, Presiding Officer,
[No. L-19012/47/83.D.IV(B)]

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVT. INDUSTRIAL CALCUTTA

Reference No. 11 of 1984

PARTIES :

Employers in relation to the management of Darula unit of Purushottampur Colliery of M/s. Eastern Coalfield Limited P.O. Pandaveswar, Distt : Burdwan.

AND

Their Workmen

Represented by Asstt. Secretary, Koyla Mazdoor Congress (HMS), Ukhra.

The Employers and the workmen jointly beg to state :

1. That the dispute which, has been referred to the Hon'ble Tribunal for adjudication and which is the subject matter of the above reference has been agreed to be settled by the parties mutually on the following terms :

2. That the concerned workman Sri Awadesh Tiwari, Clerk Gr. II will be reinstated in his job in the Establishment of the employer where he used to work previously.

3. That the entire period of non-employment from the date he absented from his duty till the date of his reinstatement will be treated as leave without pay for the purpose of giving him the benefit of continuity in service.

4. That the concerned workman will not be entitled to claim any wages or other emoluments for his aforesaid period of his non-employment from the employer and, he will not be entitled to raise any further dispute or claim whatsoever in future in any other form touching the dispute which is the subject matter of the above reference.

5. That the award if passed any by the Hon'ble Tribunal in terms of the settlement will be implemented by the employer within thirty days from the date of this agreement.

6. The parties therefore humbly pray :—

That necessary permission may kindly be accorded to your petitioners for amicable settlement of the dispute in terms mentioned in the petition for enabling the parties to maintain a harmonious industrial relation and an Award be passed accordingly by treating this petition as a part of the Award.

Dated :—28-7-88.

For workmen :

1. Sri Rameswar Singh,
Asstt. Secretary,
Koyla Mazdoor Congress,
(HMS), Ukhra.

Sig. of workman. Sd/- Illegible

1. Sri Awadesh Tiwari.

Witness :

1. Aswin Kumar Janjin, Clerk.
2. Sri A. K. Banerjee.
3. Asit Kumar Mukherjee.

For and on behalf of the Employers.

1. S. J. Singh,
Dy. Chief Personnel Manager
Pandaveswar Area,
Eastern Coalfields Limited,
2. S. C. Pandey,
Agent,
Purusottampur Colliery,
Eastern Coalfields Limited.

क्र. प्र. 2661—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार व मैनचर्ज ई. सी. लि. की भानोरा कोलियरी के प्रबन्धन के सम्बन्ध नियोजकों और कर्म-कारों के बीच अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पलकता के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 9-8-88 को प्राप्त हुआ था।

S.O. 2651.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bhanora Colliery of M/s. Eastern Coalfields Ltd., and their workmen, which was received by the Central Government on the 9th August, 1988.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 46 of 1982

PARTIES :

Employers in relation to the management of Bhanora
Colliery of M/s. ECL.

AND

Their Workmen.

APPEARANCES :

On behalf of Employers.—Mr. B. N. Lala, Advocate.

On behalf of Workmen.—Mr. Amallesh Mitra, Counsel.

STATE : West Bengal.

INDUSTRY : Coal.

AWARD

By Order No. L-19012(37)/81-D. IV(B) dated 12-2-82 and Corrigendum No. L-19012(37)/81-D. IV(B) dated 27 January, 1984, the Government of India, Ministry of Labour, referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the Agent, Bhanora Colliery of M/s. E.C. Ltd., P. O. Charanpur (Burdwan) in giving superannuation notice effective from forenoon of 27-8-1981 to Shri Pyara Singh, Timber Mistry of Bhanora Colliery is justified? If not, to what relief is the workman entitled?"

2. The case of the union sponsoring the cause of the workman is briefly as follows. The workman, Pyara Singh was illiterate and joined the Bhanora Colliery in March, 1961 and sometime thereafter he became the member of the Coal Mines Provident Fund Scheme (hereinafter referred to as the C.M.P.F.) and a Provident Fund account

number was allotted to him. In the A Form declaration under the aforesaid scheme the date of birth of the workman was recorded as 23-8-1931 which was the correct date of birth of the workman. In the B Form Register, however, the year of birth of the workman was erroneously recorded as 1922. The workman through the Union concerned made a representation before the management to rectify the date of birth as recorded in the B Form Register. The Management however asked the workman to appear before the Age Determination Committee. The said Age Determination Committee without any basis, only by their visual examination determined the age of the workman as 57 years on 30-6-1978. The said report of the Age Determination Committee was erroneous. The management on the basis of the report of the Age Determination Committee got the workman retired with effect from 27-8-1981 although according to the management he was to retire with effect from 30-6-1981. The workman took up the matter before the Conciliation Officer and the failure report of the Conciliation Officer resulted in the present reference for adjudication of relieves as claimed by the concerned workman.

3. The contention of the management in brief is that the workman concerned at the time of his appointment in the Colliery got his date of birth recorded in the B Form Register by stating his year of birth as 1922. The management after the nationalisation of the collieries got the old B Form Register in respect of the workman concerned from the erstwhile employer of the workman and the new B Form Register was opened by the management after nationalisation of the collieries incorporating the particulars with reference to the old B Form Register of the erstwhile employer. The workman concerned gave his L.I.D. in the new B Form Register against the entries pertaining to him under knowing the correctness of the said entries. The workman was to retire in 1982 on the basis of the year of birth as recorded in the B Form Register. Sometime in the year 1978 the concerned workman went on representing before the management that his year of birth as recorded in the B Form Register was wrong and that his case should be referred to the Age Determination Committee for assessment of his correct age. The concerned workman however did not disclose at that time that there was discrepancy as regards his year of birth as recorded in the B Form Register and in the A Form Declaration and accordingly the case of the concerned workman did not come under the purview of the guidelines laid down in the management's circular dated 13-9-1977. The Age Determination Committee on proper examination assessed the year of birth of the concerned workman as 1921. The management accepted the report of the Age Determination Committee and got the workman retired with effect from 27-8-1981. The aggrieved workman concerned raised the dispute through his union before the Assistant Labour Commissioner (Central) and for the first time it was disclosed that his date of birth as recorded in the C.M.P.F. records was 23-8-1931. The C.M.P.F. record namely the A Form declaration was produced before the Conciliation Officer and the management was surprised to find that an absurd date of birth as alleged by the concerned workman had been recorded in the said A Form declaration which was contrary to the age as determined by the Age Determination Committee. The management was therefore justified in getting the workman retired with effect from 27-8-1981 although the workman was to retire with effect from 30-6-1981 on the basis of the report of the Age Determination Committee. The concerned workman is therefore not entitled to get any relief.

4. Both parties have adduced evidence, both oral and documentary in this reference. It is an admitted fact that the superannuation age of the workmen in the colliery concerned is 60 years under the rules. The first and foremost point to be decided in this reference is what is the actual date of birth of the workman to determine whether the action of the management in retiring the workman with effect from 27-8-1981 is justified.

5. The management has produced the B Form Register of the erstwhile Bhanora Colliery belonging to Equitable Coal Company where the concerned workman was appointed in 1961. The entry number 287 refers to the concerned workman. The said entry is Ext M-1 and the year of birth as recorded in the said entry is Ext M-1/a. It appears therefrom that 1922 was recorded as the year of birth

of the concerned workman in the B Form Register. It is the case of the management that after nationalisation the management got the old B Form Register from the erstwhile employer of the workman and opened the new B Form Register incorporating the particulars with reference to the old B Form Register. The relevant entry with regard to the workman concerned in the new B Form Register is Ext M-3. It appears therefrom that 1922 was recorded as the year of birth and what subsequently it was penned through and the date of birth has been recorded as 30-6-1921 as per the letter dated 1-7-1978 under the signature of some official. It appears that 1922 as the year birth was rectified to 30-6-1921 on the basis of the report of the Age Determination Committee which was accepted by the management. The report of the Age Determination Committee which consisted of four members including two medical officers is Ext. M-6. I shall discuss about the said report and other relevant evidence later on. As regards the entry Ext. M-3 in the new B Form Register showing the year of birth of the concerned workman as 1922 at the first instance, it goes without any saying that the same was copied down from the entry Ext M-1 in the old B Form Register of the erstwhile employer. Mr. Mitta has drawn my attention to the figure 1922 as recorded in the entry Ext M-1/a in the old B Form Register and submits that the ink used in writing such figure is different from the ink used in writing other particulars in the entry Ext M-1. I have seen the particulars recorded in the said entry including the year of birth. Without proper examination by the handwriting expert in this respect it is difficult for this Tribunal to agree to such view of the learned advocate for the union. Be that as it may, it is the case of the workman that the year of birth namely, 1922 as recorded in the old B Form Register is erroneous. The workman has no doubt admitted his thumb impression against the entry Ext M-1 in the old B Form Register but has not admitted his alleged thumb impression against the entry in the Ext. M-3, the new B Form Register. In view of the stand taken by the workman with regard to the entry in the old B Form Register as regards his year of birth, it is now to be considered whether the year of birth as recorded in the old B Form Register has been taken by the management as the correct and final year of birth.

6. Mr. Lala, appearing for the management at the beginning of his argument has submitted before this Tribunal that the year of birth of the workman as recorded in the old B Form Register on his statement and accepted by the employer cannot be altered to the disadvantage of the employer as the year of birth was one of the terms of the contract resulting in the employment of the workman. In support of his such submission Mr. Lala has relied on the decision in the case of Bathul Gabriel v. Dist. Manager, A.P.S.R.T.C. reported in 1982-Lab I.C. 297 (A.P.) and also the decision in the case of Baidyanath Pd. Sinha v. State of Bihar reported in 1983-Lab I.C. 162 (Patna). I have gone through the decisions of the aforesaid cases, the facts of which are quite different from the facts of the instant case. There the employee concerned before his employment offered himself to be considered for the appointment after giving particulars including the date of his birth in the application for appointment. The employer after accepting the said offer containing the particulars including the date of birth which was no doubt one of the terms of the offer, accepted the said offer and the contract thus took place between the employer and the employee. In such a case, according to the decisions as referred to above the employee after his appointment cannot alter the year of birth to the disadvantage of the employer. It may be mentioned here that in Patna case as referred to above, the employee concerned got the pre-mature appointment on the basis of his declaration of year of birth in the application for appointment without disclosing the actual year of birth as per the matriculation certificate and after working for some years the said employee wanted to get the year of birth altered according to the matriculation certificate to get the delayed retirement to the disadvantage of the employer. This was not permitted as per the decision in the Patna case. In the Andhra Pradesh case as referred to above, the same principle has been enunciated to the effect that once the age declared by the employee before his appointment in the application for appointment and accepted by the employer by giving him the appointment on such

term of the offer as made in the application for appointment, the said term of the contract between the employee and the employer cannot be altered to the disadvantage of the employer. In the instant case there is no iota of evidence before the Tribunal to show that the workman concerned made any application offering himself for the appointment giving the particulars in writing including the year of birth. It is rather an admitted fact and section 48 of the Mines Act, 1952 and the Rules thereunder also enjoin that for every mine there shall be kept in the prescribed form that is, B Form Register of all persons employed in the mine showing in respect of such persons, the name, age, sex of the employee and other particulars as embodied therein. It is therefore clear that the particulars of the employed workmen in the B Form Register are recorded after his employment and the particulars in the B Form Register with regard to the individual workman including the year of birth are not the terms of the contract between the employee and the employer for the employment given to the workman. So the above decisions as relied on by Mr. Lala have got no scope of their application in the instant case.

7. Mr. Lala of course has raised the point involved in the above discussion for the first time at the time of his argument. No such case has been made out in the written statement filed by the management. Even the conduct of the management in referring the workman concerned to the Age Determination Committee on his representation that the year of birth recorded in the B Form Register was not correct goes to show that the management never considered the year of birth alleged to have been declared by the workman and recorded in the B Form Register was the term of the contract of the employment of the workman concerned under the management. Mr. Lala the learned advocate for the management has drawn my attention to the decision in the case of Sarjoo Prasad v. General Manager, reported in 1981-II-LJ(SC) 380 which goes to show that the date of birth of the employee concerned being once accepted by the employer cannot be unilaterally altered to the disadvantage and the prejudice of the employee without giving an opportunity of hearing. The aforesaid Supreme Court decision therefore enunciates the principle under what circumstance the year of birth of the employee once accepted can even be subsequently altered.

8. It is an undisputed fact that the circular dated 13 September, 1977 Ext. M-5 was issued by the E.C.L. to all the managers indicating therein the procedure to be adopted in case where there is a dispute with regard to the age of the workman as recorded in the register of the management. The procedure as indicated therein are as follows :—

- (i) Normally we should accept the age as recorded in the 'B' Form Register.
- (ii) In case there is any difference in the recording of age in Form 'B' Register and that in the C.M.P.F. Register the age recorded in the C.M.P.F. register, if free from all doubts regards interpolation etc. should be accepted.
- (iii) If the C.M.P.F. records is not specifically clear and keeps a doubt about the correctness, the age of the workman should be assessed by the "Age Determination Committee" of the Area concerned which is already existing."

9. It is an undisputed fact that long before the issue of the retirement notice dated 17-1-1981, Ext. W-1 the concerned workman raised the dispute with regard to his year of birth as recorded in the B Form Register on his representation before the management. It is the case of the management as disclosed in evidence that on such representation by the workman as to the dispute the workman was referred to the Age Determination Committee for assessment of his correct age. The notice dated 23-6-1978, Ext. M-7 is such notice which no doubt relates to a number of workmen including the workman concerned. The report dated 30-6-1978 of the Age Determination Committee is Ext. M-6. Before I go into the discussion with regard to the merit of the report of the Age Determination Committee, I like to show whether the management has referred the case of the workman concerned to the Age Determination Committee

in accordance with the procedure as indicated in the Circular, Ext. M-5. The reference of the workman to the Age Determination Committee is the last procedure to be adopted by the management when it will appear to the management that the C.M.P.F. record is not sufficiently clear and keeps a doubt about the correctness of the age of the workman recorded therein. In the instant case the workman disputed the correctness of the recording of his year of birth in the B Form Register. In such a case of dispute it was the duty on the part of the management to consult the C.M.P.F. record and in case of any difference in recording of age in the B Form Register and that in the C.M.P.F. record, the management was to accept the age as recorded in the C.M.P.F. register, if the record in the C.M.P.F. register does not appear to be interpolated etc. No paper has been produced by the management to show that the management has kept a note to the effect that it consulted the C.M.P.F. register, i.e. A Form Declaration and the same could not be accepted because it was found to be interpolated or forged. It appears from the materials in the record that the management first of all got the opportunity of seeing the A Form Declaration when the conciliation was proceeding before the Assistant Labour Commissioner. It has already been stated while describing the written statement of the management that when the records of the C.M.P.F. were produced before the Conciliation Officer, the employer was surprised to find that an absurd date of birth was recorded in the C.M.P.F. register. In evidence Mr. B. K. Chatterjee (MW-2) has admitted that he knows that the year of birth of the workman concerned, was recorded as 1931 in the A Form Declaration Card of the workman. The evidence has disclosed that he attended conciliation proceeding in respect of the case and that during the said proceeding before the Conciliation Officer, the official of the Labour Commissioner produced the A Form Declaration Card of the C.M.P.F. authorities. So it is clear that the management knew about the year of birth as recorded in the A Form Declaration Card of the workman concerned. It is however an undisputed fact that the management without taking into consideration of the year of birth as recorded in the A Form Declaration Card of the workman and without furnishing any reason why the said year of birth was not acceptable, referred the workman to the Age Determination Committee for determination of his age. This procedure as adopted by the management is against the guidelines as laid down in the circular, Ext. M-5.

10. Next I come to the discussion on the merit of the report, Ext. M-6 of the Age Determination Committee. It appears from the report that out of the four members of the Age Determination Committee only two were doctors and the rest two were the officers of the management. The report, Ext. M-6 indicates that the workman concerned was examined by them very carefully and his age was assessed by them and his age as assessed by them was 57 years on the date of their examination, i.e. 30-6-1978. The examination findings in the said report show that the pulse rate was 80, Blood Pressure was 140/75 and all other organs as mentioned therein were normal. The report does not indicate that the workman has stayed and any ossification test was made. The workman has stated in his deposition that he was only seen by the members of the Age Determination Committee and then asked to leave. The pulse rate and blood pressure as indicated in the report may not determine the correct age according to the medical jurisprudence. There is no guarantee that such pulse rate and blood pressure would be found only in the case of a person who is 57 years old. In the absence of X-ray examination and ossification test the correct age of a person according to the medical jurisprudence cannot be determined. Further all the members of the Age Determination Committee were also not medical officers and the form of the report Ext. M-6 while describing particulars of the workman has also described his year of birth "1922" as per B Form Register. This description in the form of the report, Ext. M-6 might have prejudiced the mind of the members of the Age Determination Committee although it may be said that such description was mentioned in the form only to indicate what was recorded in the B Form about his year of birth. In such circumstances the report, Ext. M-6 of the Age Determination Committee cannot be relied on without any doubt for determination of the age of the workman.

11. On the other hand the workman has examined his elder brother Bir Singh (WW-2) and has produced his identity card.

Ext. W-3. Bir Singh (WW-2) has said on oath that the workman concerned is about 5 to 5-1/2 years junior to him and that he is still working at Dhemo Main Colliery while deposed on July, 1984. The identity card, Ext. W-3 of Bir Singh shows that he was 48 years at the time of his appointment in 1974. No evidence has been adduced on the side of the management to show that Bir Singh (WW-2) is not elder brother of the concerned workman. On a careful consideration of all the materials in record, find that the report Ext. M-6 of the Age Determination Committee, determining the age of the concerned workman at 57 years on 30-6-1978 cannot be accepted as true age determination report. Specially when Bir Singh, the elder brother of the concerned workman deposes on oath that the concerned workman is 5 to 5-1/2 years junior to him and that he was only 58 years at the time of his deposition on 20-7-1984.

12. Mr. Lala, learned advocate for the management has however submitted that the benefit of entry of the year of birth in the C.M.P.F. register, i.e. the A Form Declaration Card should not be available to the workman concerned when the A Form Declaration Card has not been called for and produced. It has already been indicated that the official of the management who has given evidence before the Tribunal has admitted the year of birth as recorded in the A Form Declaration Card and has admitted also that the said Card was seen by him at the time of conciliation proceeding. In view of such admission, the non-calling of the A Form Declaration Card by the workman which also could have been called for by the management, does not deprive the workman of getting the benefit of the entry in the A Form Declaration Card with regard to his year of birth.

13. Mr. Lala last of all has drawn my attention to the letter dated 25-4-1981, Ext. M-13 addressed to the Assistant Labour Commissioner (C) by the Secretary of the Colliery Mazdoor Sabha with its enclosure which is also another letter dated 29-3-1981 addressed to the Agent of Bhanora Colliery, E.C.L. and General Manager, Sripur Area of E.C.L. by the Secretary of the aforesaid union. The letter dated 25-4-1981, Ext. M-13 shows that the union complained before the Assistant Labour Commissioner (Central) that the superannuation notice served upon the concerned workman by the management asking him to retire with effect from 1-7-1981 was illegal as according to the management's B Form Register the year of birth of the concerned workman was 1922. By the letter dated 29-3-1981 which is the part of the Ext. M-13 the union requested the Agent of the Bhanora Colliery to allow the concerned workman to work upto 31-12-1982, in view of the entry regarding his year of birth in the B Form Register, Mr. Lala submits that as the union espousing the cause of the concerned workman accepted the year of birth as recorded in the B Form Register in 1981, the union now cannot be permitted to raise that his year of birth was 1931 as recorded in the A Form Declaration Card. Mr. Mitra appearing for the union has however submitted that at time the union did not know what was the year of birth recorded in the A Form Declaration Card which was in the custody of the C.M.P.F. authorities and the copy of which might be in the custody of the management and that the union and the workman concerned came to know about the year of birth as recorded in the A Form Declaration Card at the time of the conciliation proceeding when the said Card was produced before the Conciliation Officer. Mr. Mitra further submits that thereafter the concerned workman and the union asked the management to act on the basis of the entry in the A Form Declaration Card in the matter of the superannuation of the concerned workman. Mr. Mitra has further submitted that the workman concerned and the union were agitating from the beginning that the year of birth as recorded in the B Form Register was not at all correct.

14. In the circumstances the letter Ext. M-13 with its enclosures do not operate as estoppel and the same cannot prevent the concerned workman and the union from agitating that his year of birth was 1931 as recorded in the A Form Card. The oral evidence as adduced on the side of the workman has also shown that the date of birth of the workman concerned was 23-8-1931 which has been supported by the entry in the A Form Declaration Card admitted by the management, and I accept the same as the date of birth of the workman.

13. In view of what has been stated above, I find that the management was not justified in getting the concerned workman retired with effect from 27-8-1981 as the workman concerned is normally to retire with effect from 3-8-1991. The concerned workman who has been illegally retired with effect from 27-8-1981 is entitled to continue in service till the aforesaid superannuation date. The evidence on the side of the union shows that the concerned workman is unemployed. No evidence has been adduced from the side of the management to show that the concerned workman is employed elsewhere since after his illegal retirement. The concerned workman is therefore entitled to get all the back wages with all service benefits from the date of his illegal retirement from the management.

This is my Award.
Dated, Calcutta,
The 28th July, 1988.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. L-19012/37/81.D.IV(B)]

का. घा. 2662—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वये में, केन्द्रीय सरकार अधिनियम को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-8-88 को प्राप्त हुआ था।

S. O. 2662.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of W.C. Ltd., Panch Area, Parasia, Distt. Chhindwara and their workmen, which was received by the Central Government on the 9th August, 88.

ANNEXURE

BEFORE SHRI V. S. YADAV, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

CASE NO. CGITLC(R) (165) 1987
PARTIES :

Employers in relation to the management of
W. C. Ltd. Panch Area, P.O. Parasia,
District Chhindwara (M.P.) and their
workmen Smt. Kunwaria and Smt. Jaitoon,
Wagon Loaders, Chandametta Colliery,
represented through the B.K.K.M.S.
(HMS), P.O. Chandametta, Distt. Chhind-
wara (M.P.).

APPEARANCES :

For Workmen—None.

For Management—Shri Rajendra Menon,
Advocate.

INDUSTRY : Coal Mining

DISTRICT : Chhindwara (M.P.)

AWARD

Jabalpur, the 21st July, 1988

This is a reference made by the Central Govern-
ment, Ministry of Labour, vide its Notification No.

L-21011/8/86-D. III(B) dated 24th August, 1987,
for adjudication of the following dispute :—

“Whether the action of the management of
W.C.L., Panch Area, Parasia, Distt.
Chhindwara in terminating the services of
Smt. Kunwaria and Smt. Jaitoon, Wagon
Loaders, Chandametta Colliery w.e.f.
2-1-1982 is justified? If not, to what
relief the concerned workmen are entitled?”

2. In spite of notice to the parties by the Central
Government and this Tribunal, they did not file their
respective statements of claim with relevant docu-
ments, list of reliance and witnesses. On 3-5-1988
Shri R. Menon, Advocate for Management filed a
Memorandum of settlement duly signed by S/Shri
S. P. Singh and A. B. Gunsterjee on behalf of work-
men and S/Shri S. B. Katiyar and C. L. Jaiswal and
D. Mewa on behalf of the management. The terms
of settlement are as under :—

Terms of Settlement

1. It is agreed by the management to consider
Sri Mahavir and 13 others as mentioned in the
Annexure for employment.

2. Such employees who have drawn their gratuity,
Provident Fund etc. shall be given fresh employment.

3. These workers who have not yet drawn their
Gratuity, Provident Fund etc. will be re-employed on
the wages which they were getting prior to their
termination.

4. All these ex-employees shall be given employ-
ment in the same Category and job as they were
doing prior to their termination and will be posted
according to manpower requirement in any unit of
any Area of WCL. In case of female of the list
their male dependants will be considered for employ-
ment.

5. Those workers who are being considered for
re-employment will not be entitled to wages or any
other payment whatsoever for the period of idleness
and the period of absence from the date of termina-
tion to the date of joining will be treated as ‘Diesnon’.

6. The union/workmen agreed to drop all other
claims/benefits in respect of the matter under dispute.

7. The Union agreed that there is no other case
of termination under clause 19 of BKKMS(BMS)
and this finally resolves the dispute of clause 19 cases
and BKKMS(BMS) will not raise any other dispute
at any forum of clause 19 hereafter.

8. This settlement settles the dispute fully and
finally and it shall not be treated as precedent in
any other case.

ANNEXURE
LIST OF 14 PERSONS

Sl. No.	Name	Designation	Colliery/Unit
1	2	3	4
1.	Sri. Mahavir	L. Fitter	Rawanwara
2.	" Sitaram	Tube Loader	-do-
3.	" Pancham	General Mazdoor	-do-
4.	" Atroolal	Trammer	-do-
5.	" Sukhlal	General Mazdoor	-do-
6.	" Gulab	H/Khalasi	Bhamori
7.	" Laloo Pd.	Pump Khalasi	-do-
8.	" Suresh	B.T. Loader	-do-
9.	" Ramdas	B.T. Loader	Eklehra
10.	" Rafiq	B.P.R.	E.D.C.
11.	" Suresh Kumar	B.T. Loader	Rawanwara
12.	" Ravi Pd.	Timber Mazdoor	E.D.C.
13.	Smt. Jaitunbee	Wagon Loader	Chandametta No. 6
14.	" Kunwaria	-do-	Chandametta

3. I have gone through the above terms of settlement duly signed by the parties and verified by the Counsel for management. The names of the two workmen concerned, Smt. Kunwaria and Smt. Jaitunbee, Wagon Loaders find place at Serial No. 14 and 13 in the Annexure to the Memorandum of Settlement. The above terms of settlement appear to be fair, just and in the interest of the workmen concerned. I therefore accept the same and record my award in terms of the settlement. No order as to costs.

V. S. YADAV, Presiding Officer
[No. L-21011/86.D.III.B]

क. अ. 2663- औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा के अन्वये, केन्द्रीय सरकार ने मैसर्स वैस्टर्न कोयलोल्ड लि., की सामोरी कोलियरी के प्रबन्धन के सम्बन्ध में निम्नलिखित शर्तों के अधीन, प्रबन्धन में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-8-88 को प्राप्त हुआ था।

S.O. 2663.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Bhamori Colliery of M/s. Western Coalfields Ltd. and their workmen, which was received by the Central Government on the 9th August, 1988.

ANNEXURE

BEFORE SHRI V. S. YADAV, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

CASE NO. CGIT/CL(R)(169)/87

PARTIES :

Employers in relation to the management of Bhamori Colliery of W.C. Ltd., P.O. Parasia, District Chhindwara (M.P.) and their workman Shri Lal S/o Jhanaka, Explosive Carrier, represented through the Samasta Koyla Mazdoor Sangh (A.I.T.U.C.), Chandametta, Distt. Chhindwara (M.P.).

APPEARANCES :

For Workman—None.

For Management—Shri Rajendra Menon, Advocate.

INDUSTRY : Coal Mines
DISTRICT : Chhindwara (M.P.)

AWARD

Jabalpur, the 21st July, 1988

By Notification No. L-21012/18/87-D.III.B, Dated 24-8-1987 the Central Government in the Ministry of Labour referred the following dispute to this Tribunal, for adjudication :—

"Whether the action of the Manager, Bhamori Colliery of W.C. Ltd., in treating the services of Shri Lal S/o Jhanaka, Explosive carrier as automatically terminated w.e.f. 4-6-82 is justified? If not, what relief is the workman entitled to?"

2. Neither party filed their respective statement of claim. On 2-2-1988 Shri Rajendra Menon, Advocate, for management filed a Memorandum of Settlement duly signed by S/Shri P. K. Banerjee and Lochan Prasad on behalf of the Union and the workman and S/Shri S. B. Katiyar, C. L. Jaiswal and D. Mewar on behalf of the management. Thereafter the case was fixed for verification of settlement by the workman concerned or the Union. But none appeared to verify the same till 20-5-1988. On 20-5-1988 Shri Rajendra Menon, Advocate, verified the settlement and the case was reserved for award.

3. I have gone through the terms of settlement as incorporated in the Memorandum of Settlement which are reproduced below :—

Terms of Settlement.

1. It is agreed by the management to consider Sri Lal S/o Jhanaka, Explosive Carrier and three others as mentioned in Annexure for employment.
2. Such employees who have drawn their gratuity, Provident fund etc. shall be given fresh employment.
3. Those workers who have not yet drawn their Gratuity, Provident fund etc. will be re-employed on the wages which they were getting prior to their termination.

4. All these ex-employees shall be given employment in the same category and job as they were doing prior to their termination and will be posted according to manpower requirement in any unit of any Area of WCL.
5. Those workers who are being considered for re-employment will not be entitled to wages or any other payment whatsoever, for the period of idleness and the period of absence from the date of termination to the date of joining will be treated as 'Dienon'.
6. The union/workmen agreed to drop all other claims/benefits in respect of the matter under dispute.
7. The Union agreed that there is no other case of termination under clause 19 of SKMS(AITUC) and this finally resolves the dispute of clause 19 cases and SKMS (AITUC) will not raise any other dispute at any forum of clause 19 hereafter.
8. This settlement settle the dispute fully and finally and it shall not be treated as precedent in any other case.

ANNEXURE

1. Sri Lalla S/o Jhanka	Exp. Carrier	Bhamori
2. „ Bandhan	Tub-Loader	Eklehra
3. „ Mundrika	Tub loader	Eklehra
4. „ Ishaw S/o Hazratul	Tub Loader	Chandametta
(T.No. 1440).		

In the above terms of settlement the dispute with respect to the workman concerned, Shri Lala S/o Jhanka has also been settlement. The aforementioned terms of settlement appear to be fair, just and in the interest of the workman concerned. I therefore record my award in terms of the settlement and make no order as to costs.

V. S. YADAV, Presiding Officer.

[No. L-21012/18/87-D. III(B)]

R. K. GUPTA, Desk Officer

का. अ. 2664--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण केन्द्रीय सरकार जन केंद्रित केंद्री के प्रवर्तन से सम्बद्ध नियोजकों और उनके सर्वकारी के बीच अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के संघट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-8-88 प्राप्त हुआ था।

S.O. 2664.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of

Gun Carriage Factory and their workmen which was received by the Central Government on the 9th August, 1988.

BEFORE SHRI V.S. YADAV, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(15)/1987

PARTIES :

Employers in relation to the management of Gun Carriage Factory, Jabalpur and their workman, Shri N. K. Yadav, an employee of Gun Carriage Factory, House No. 142, Chhoti Omti, Oriya Mohalla, Jabalpur (M.P.)

APPEARANCES :

For Workman.— Shri P. S. Nair, Advocate.

For Management.—Shri A. K. Chaube, Advocate

INDUSTRY : Gun Carriage Factory

DISTRICT : Jabalpur (M.P.)

AWARD

Jabalpur, the 22nd July, 1988

By Notification No. L-12012/9/85-D. II(B) dated 3rd January, 1987 the Central Government in the Ministry of Labour referred the following dispute to this Tribunal, for adjudication :—

"Whether the action of the management of Gun Carriage Factory, Jabalpur (M.P.) in dismissing the services of Shri N. K. Yadav, with effect from 16-4-84 is legal and justified ? If not, to what relief is the workman concerned is entitled to ?"

2. Non-controversial facts of the case are that the workman concerned, Shri N. K. Yadav, was working as Fitter B Grade in the Gun Carriage Factory, Jabalpur. He has put in more than 20 years of service and during this period his service was satisfactory and there was no complaint whatsoever against him. No disciplinary action was taken against him during the entire period of his service. There was some alleged incident of theft of Government property on 10-4-1983. The workman concerned submitted his reply. The workman was suspended and the following charges were levelled against him under Rule 14 of CCS (CCA) Rules, 1965 :—

(i) Illegally and unauthorisedly entered the factory with an ulterior motive.

(ii) Attempted theft of Govt. property.

The workman denied the articles of charges (Ex. M/2) dated 30-4-83. Regarding the alleged charges levelled against the workman the following imputations were made :—

Article of Charge No. 1:—

ANNEXURE I

"That the said, Shri Nand Kishore Yadav, T. No. 1946/1E, while functioning as Fitter 'B' in Machine Shop, Gun Carriage Factory

Jabalpur, during the month of April, 1983 committed" Gross Misconduct—illegally and unauthorisedly entered the Factory with an ulterior motive—conduct unbecoming of a Govt. servant.

Article of Charge No. 2 :

That the said Shri Nand Kishore Yadav, T. No. 1946 IE, while functioning as Fitter 'B' in Machine Shop, Gun Carriage Factory, Jabalpur, during the month of April, 1983, committed Gross Misconduct—attempted theft of Govt. property—conduct unbecoming of a Govt. servant."

ANNEXURE II

Statement of imputation of misconduct or misbehaviour in support of the article of charges framed against Shri Nand Kishore Yadav, T. No. 1946 IE, Fitter 'B', Machine Shop, Gun Carriage Factory, Jabalpur.

Article of Charge No. 1 :

It is alleged that on 10-4-1982, Shri Nand Kishore Yadav T. No. 1946 IE, illegally and unauthorisedly entered the Factory with an ulterior motive and at about 4.16 P.M., while attempted to pass out through West Gate was apprehended by the Security Station duty at the Gate. This tantamounts to "Gross Misconduct—Conduct unbecoming of a Govt. servant."

Article of Charge No. 2 :

It is alleged that on 10-4-1982 Shri Nand Kishore Yadav, T. No. 1946 IE, illegally and unauthorisedly entered the Factory and at about 4.15 PM while attempted to pass out through West Gate was apprehended by Security Staff on duty and was found illegally and unauthorisedly in possession of Govt. property viz. 2 pieces of brass (various shape & sizes) weighing about 20.00 Kgs. kept fastened on a carrier of a cycle for taking out of the Factory with ulterior motive. This tantamounts to "Gross Misconduct—attempted theft of Govt. property—conduct unbecoming of a Govt. servant."

Shri M. R. Ghai, Manager, was appointed Enquiry Officer to conduct the enquiry by Shri B. K. Ghai, General Manager, Shri A. P. Chaudhuri, Foreman IFC(M) was appointed as the Presenting Officer by the Disciplinary Authority and Shri S. R. C. Nair, Supervisor, CI (W) Jabalpur was the defence Counsel of the workman concerned. Enquiry Officer submitted his enquiry report dated 4-4-1984. The General Manager, Shri B. K. Ghai vide Ex. M/1 dated 16-4-1984 imposed the penalty of removal from service on Shri Nand Kishore Yadav with effect from the same date i.e. 16-4-1984.

3. The case of the workman further is that the findings of the Enquiry Officer are perverse, opposed

to the evidence and is based on presumptions and assumptions; no documents were produced nor any witness examined to prove that the applicant was unauthorisedly entered the factory, there was no evidence to show that the cycle belongs to the applicant and he was taking the alleged property; the request of the applicant to summon the representative of M/s. Nutan Cycle Mart to prove the ownership of the cycle was arbitrarily disallowed; an innocent man has been subjected to victimisation and punishment based on impermissible evidence and suspicion; and the workman could not have been held guilty merely on the basis of suspicion. It is further pleaded that in any case the punishment was highly excessive and totally unjustified on the facts and circumstances of the case.

4. It has been contended by the workman that he and one Sri Ashok Kumar were charge-sheeted for this incident which was common. As such the Appellate Authority should have proceeded under Rule 18 of the CCS(CCA) Rules 1965 instead of Rule 14. This request was not considered by the departmental authority. The workman is therefore entitled to be reinstated with full back wages and all other consequential benefits.

5. The case of the management further is that the enquiry was conducted in conformity with the procedure laid down in CCS(CCA) Rules, 1965 and he was afforded full opportunity to defend his case. The order of removal from service was passed after fully satisfying with the correctness of the findings of the Enquiry Officer and it is absolutely wrong to say that the findings of the Enquiry Officer were perverse or without evidence. Management denied all other allegations made by the workman in his pleading.

6. The case of the management further is that the disciplinary cases of the employees of Ordnance Factories are dealt with under CCS(CCA) Rules, 1965 framed under the power delegated to Central Government under Articles 311 and 312 of the Constitution of India. It is further contended that Indian Ordnance Factories are engaged in performing sovereign functions of the Central Government and as they are engaged in the manufacture of Arms and Ammunitions for defence forces such establishments are not within the purview of the term 'industry' as defined in the Industrial Disputes Act. The Industrial Tribunal has, therefore, no jurisdiction to decide the reference by way of adjudication. The order of dismissal from service on the charges was fully justified and there is no error of law or Acts, committed it any stage. The workman is therefore not entitled to any of the reliefs as claimed in the statement of claim.

7. I framed the following issues which with my reasons and findings are as under :—

ISSUES

1. Whether the domestic/departmental enquiry is proper and legal ?
2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?

4. Whether the termination/action taken against the workman is justified on the facts of the case ?

5. Relief and costs ?

Findings :—

7. Management filed photo copy of enquiry proceedings, findings of the Enquiry Officer and the order imposing the penalty of removal from service on the workman concerned Shri N. K. Yadav. All the documents were admitted by the workman. Parties led no oral evidence.

8. I have heard the parties on all issues and the legal points raised by the management that the ordinance factories are not 'industry' within the meaning of I.D. Act and as such this Tribunal has no jurisdiction to adjudicate upon the dispute referred by the Central Government.

9. I will first take up the legal points raised by the management. Management has relied on a case *Bengal Water Supply and Sewage Board Vs. A. J. Rajappa* (1978 SC 548). The management raised a plea before the Hon'ble High Court of Madhya Pradesh regarding the jurisdiction of this Tribunal to try the cases of civilian Central Government (Defence) Employees. In the case of *Rajendra Naidu Vs. O. F. Khamaria, Jabalpur (M.P.)* No. 1869/83 Hon'ble High Court of M.P. vide order dated 21-3-84 held that the establishments run by the Government for manufacturing arms and ammunition fall within the definition of 'industry' under the provisions of the I.D. Act. In view of the above decision I hold that the Gun carriage Factory, Jabalpur is 'industry' within the meaning of I. D. Act and this Tribunal has jurisdiction to try the cases of defence establishments (Also see Lab. I. C. 1269 Calcutta).

10. Issue No. 1.—I have gone through the charge-sheet (Ex.M/2) and the enquiry proceedings commenced from 9-8-83 to 9-3-1983 on which date the Assting Officer was advised to submit his brief on or before 15th March 1984 but it appears that the Assting Officer submitted his brief vide letter dated 22-3-1984. Before the Enquiry Officer prosecution witnesses and defence witnesses were examined and cross-examined. Workman and his defence assistance fully participated in the enquiry. There is no lacuna in the enquiry conducted by the Enquiry Officer and the workman concerned was given full opportunity to defend his case. I, therefore, find that the enquiry conducted by the Enquiry Officer is just, fair and in accordance with principles of natural justice.

11. Issue No. 3.—Management has not sought permission to lead evidence before this Tribunal to prove misconduct. They are therefore not entitled to the same.

12. Issue No. 2, 4 & 5.—The case of the applicant is that he has put in more than 20 years of unblemished service. He was falsely implicated in the alleged incident dated 10-4-83. On 10-4-83 he submitted his explanation and without considering the explanation a departmental enquiry was conducted against him. The findings of the enquiry Officer are

perverse, opposed to the evidence and is based on assumptions and assumptions. Therefore, the workman has contended that he could not have been held guilty merely on the basis of suspicion. Lastly it is contended that in any case the punishment was highly excessive and totally unjustified on the facts and circumstances of the case.

13. On the other hand, the management has contended that the findings of the Enquiry Officer having been found justified on evidence adduced before him the Disciplinary Authority imposed the penalty of removal from service on the workman. The findings of the Enquiry Officer are not perverse or bad in law. The order of removal from service were fully justified in view of the seriousness and gravity of the charges, which were found proved on evidence.

14. I will therefore consider the record of enquiry, evidence adduced before the Enquiry Officer, findings of the Enquiry Officer and the order of the Disciplinary Authority to determine whether the punishment awarded to the workman is justified or not on facts of the case.

1. Ex. M/2 dated 30-4-1983 is the charge-sheet. Ex.M/3 in the suspension order dated 11-4-1983. In connection with the incident dated 10-4-1983 Lt. Col. V. Madan, Security Officer made a preliminary inquiry and submitted his confidential report to the General Manager, on the basis of written statements of S/Shri Nand Kishore Yadav, Ashok Kumar, Mahesh Prasad, Brij Bhushan, U. N. Singh, Devi Ram Sepoy, DT Shiralkar, Security Asstt. and Ram-layak Prasad, Chageman/Security. The confidential report of the Security Officer which is the basis of the domestic enquiry is reproduced below :—

"On 10-4-1983 at about 4.15 PM Shri Nand Kishore Yadav, T. No. 1946/IE, Fitter 'B' Machine Shop was seen coming towards the out gate of West Gate from DSC Office side with a cycle filled bag was kept on the carrier of the cycle. S/Shri Mahesh Prasad T. No. 1146/IE, Durwan and Brij Bhushan T. No. 2758/NIE, Durwan, were on duty at the West Gate at that time. They saw brass pieces falling from the bag which was kept on the carrier of the cycle which was with Shri Nand Kishore Yadav. Shri Yadav left the cycle and tried to run away but was thwarted by the above two Durwans and Shri Shiralkar, Incharge West Gate.

2. It may be stated here that a few minutes before Shri Nand Kishore Yadav was caught as above, Shri Ashok Kumar, T. No. 2540/NIE, Durwan had gone to the West Gate to the above two Durwans. Shri Nand Kishore told the Security staff that the cycle and the bag in question were given to him by Shri Ashok Kumar, Durwan. Shri Ashok Kumar and Shri Nand Kishore Yadav had exchange of hot words when Shri Ashok Kumar Durwan was ordered by Shri D T Shiralkar, I/C West Gate to go and stay in the Gate Office but Shri Ashok Kumar left on the plea of going to latrine and went away

from there. On check at about 5.00 P.M. Shri Ashok Kumar was found at the Main Gate and thereafter he was called to Security Office.

3. Shri Mohan Rao, O.O. was called at West Gate where he ordered for photographing of the material. As already stated some brass pieces (7 in No.) had fallen out of the bag and the remaining were inside the bag. In Security Office Shri Nand Kishore Yadav gave his statement in presence of the Orderly Officer and kept on repeating that it was Shri Ashok Kumar Durwan who should be interrogated and also kept on saying that in case if anything goes against him then he could not say what may happen. Statement of Shri Ashok Kumar, T. No. 2540[NIE, Durwan] was also recorded in the presence of the O.O. in which he mentioned that he was on duty from 2.30 P.M. to 12.00 midnight and that he was detailed on "spare" duty that he had not left the Main Gate and never gone to West Gate on 10-4-83. Shri Ashok Kumar further denied that the cycle in question was his cycle etc.

4.....

5. It will be seen that Shri Nand Kishore Yadav, was not even on duty on 10-4-1983.

6.....

7. Further, it is seen that Shri Ashok Kumar Durwan was not detailed for any duty at West Gate but he had gone there only a few minutes before the said incident. When questioned in the presence of the O.O. Shri Ashok Kumar, Durwan has denied having gone to West Gate at all. However, it is substantiated by the evidence of the two durwans on duty at West Gate, Shri Shiralkar, I/C West Gate and others that Shri Ashok Kumar, Durwan was present at the time of the incident, at West Gate. Thereafter, the allegation made by Shri Nand Kishore Yadav, against Shri Ashok Kumar, Durwan, cannot be ignored.

8.....

It appears that on the above confidential report of the Security Officer a domestic enquiry was ordered to be conducted. Shri M. R. Ghai, Manager, was appointed as Enquiry Officer who recorded the deposition of all the above mentioned persons who gave written statement on 10-4-83 to the Security Officer. Lt. Col. Shri V. Madan. In his written statement given to the Security Officer N. K. Yadav stated that on 10-4-83 he was not on duty. At about 3 p.m. Shri Ashok Durwan came to his house and said that he has some work and requested him to accompany him upto the Factory. Then Nand Kishore Yadav was brought by Shri Ashok Kumar from West Gate to inside the Factory, gave his cycle and told him to accompany him. When he was going towards West Gate Ashok Durwan went telling that he is going to

discharge urine. The cycle which was given by Ashok Durwan his name was written on the cycle and the bag which was on the cycle he does not know anything, about the material on the cycle it may be enquired into from Ashok Durwan. Shri Ashok Kumar, T. No. 2540 denied the allegation and stated that on 10-4-83 his duty was from 2.30 p.m. to 12 night and he was on reserve duty. He did not left the main gate. He came to know that in West Gate someone has been caught for taking some material. Person told his name wrongly. Cycle did not belong to him. He did not go to West Gate today.

16. Now I will briefly consider the statements of witnesses recorded before the Enquiry Officer. P.W.1 Shri Brij Bhushan (T. No. 2578[NIE, Durwan, S.O.]) stated that he saw Nand Kishore and Ashok Kumar Durwan talking. P. W. 2 Mahesh Prasad Durwan (T. No. 1146[NIE, S.O.]) in reply to question Nos. 5, 6, 7, said Nand Kishore Yadav was coming towards the West Gate at about 4.15 p.m. on foot and having cycle in his hand. When he came near the barrier some brass pieces started falling from the cycle. In reply to question No. 11 he said that Nand Kishore Yadav when tried to run away he asked his colleague to close the gate. Nand Kishore was stopped. At that time Ashok Kumar Durwan was present. Reply to question No. 17—Nand Kishore told that the cycle and brass kept in bag was given by Shri Ashok Kumar to him. By hearing this Shri Ashok Kumar left the place. Question No 18—Ashok Kumar told that he did not give the cycle and brass to Shri Nand Kishore Yadav. P.W 3 Shri U. N. Singh (T. No. 2976[NIE, Durwan]) in reply to question No. 4 answered "Shri D. T. Shiralkar Gate Incharge told me to catch the person standing there. The employee whom I was asked to catch told me that he was not a thief and hence may not be caught. He pointed towards Shri Ashok Kumar Durwan and said that he was the actual thief, the cycle and the cloth bag containing brass pieces belong to Shri Ashok Kumar Durwan. At this there started an exchange of words between Shri Ashok Kumar Durwan and Shri Nand Kishore Yadav. I separated them. Ashok Kumar went step by step ahead. I tried to stop him. In the name of going to latrine he left the place. He further stated that the allegation and counter allegation between Shri Ashok Kumar Durwan and Shri Nand Kishore Yadav were heard by Gate Keeper Shri D. T. Shiralkar and two Durwans on duty at the gate and DSC Guard (Question No. 7). In cross-examination by the Asisting Officer while answering question No. 10, he confirmed that Shri Ashok Kumar Durwan fled away from the scene of incident against his instructions not to leave the place. P.W. 4, Shri R. L. Prasad Charge-man, stated in answer to question No. 9 "When I asked Shri Nand Kishore Yadav said that he got brass pieces from Shri Ashok Kumar Durwan. "The statement of other management's witnesses P.W. 6 and P.W. 7 are similar to statements P.W. 1 to P.W. 5.

17. The alleged accused Shri Nand Kishore Yadav in answer to the questions but by the Enquiry Officer on 7-3-1984 stated similar facts as he gave in his written statement to the Security Officer. He further stated in answer to question No. 2 that at first—Ashok Kumar called him at the Main Gate and he

eached at about 3.15 p.m. on 10-4-83. Ashok Kumar was standing near the gate. When Nand Kishore asked him to come outside to give him some money, he told Nand Kishore to go to West Gate where he reached at about 3.30—3.45 p.m. he came out at about 4 p.m. and gave Nand Kishore Rs. 300 and then took him inside the West Gate and told him to take his cycle with him to his house, his cycle is kept near the place where workers take ticket. When he took his cycle he felt some weight on it, he called Ashok Kumar who told him that his bedding is on the cycle. As he proceeded with cycle some brass pieces fell down. Brij Bhushan and Vishwakarma Durwan asked him what is falling from his cycle and as he saw brass pieces he cried that this cycle belongs to Ashok Kumar. Then Shri Shiralkar Security Assistant asked Ashok Kumar to stop he went pretending that he is going to Latrine. Thereafter he did not turn up. He admitted before the Enquiry Officer that he is in terms of taking and giving money from and to Shri Ashok Kumar for the last three years. Again in answer to question no. 6 Nand Kishore Yadav told before the Enquiry Officer that Shri Y. N. Singh and Sepoi Devi Ram came afterward. Shri Mahesh Prasad Durwan and Brij Bhushan Durwan were present there along with Shri Ashok Kumar Durwan who was standing. When he cried U.N. Singh and Sepoi Devi Ram came and then he told them "DEKHA VOH DURWAN HAME APNI CYCLE PAKRAKAR BHAG RAHA HAI TAB UNHON KAHA KE AAP GHABRAO NAHI HAM UNHE SECURITY SE BULA LENGE".

18. From the above evidence before the Enquiry Officer as well as the written statement submitted by the persons on 10-4-1983 it is proved that Nand Kishore Yadav was taken inside by Shri Ashok Kumar Durwan through West Gate with the help of Brij Bhushan Durwan (P.W. 1) and Mahesh Prasad Durwan (P.W. 2). Nand Kishore Yadav was not on duty on 10-4-1983. In pursuance of Shri Ashok Kumar he went inside the Factory. Therefore he can only be blamed for entering inside the factory without the proper permission. It is also proved that Shri Ashok Kumar had been present in the West Gate at the time of incident and the cycle in question belonged to Shri Ashok Kumar. This was also observed by Lt. Col. V. Madan, Security Officer in his Confidential letter dated 13th April, 1983 addressed to the General Manager as under :—

"As already brought in the letter No. SO-4, dt. 11-4-83, it had been proved beyond doubt by the evidence collected that Shri Ashok Kumar had been present in the West Gate at the time of incident. Further, it has now been confirmed that the cycle in question also belongs to Shri Ashok Kumar, although he had denied its ownership in his statement.

Therefore, involvement of Shri Ashok Kumar, Durwan in the above theft incident is apparent.

19. The workman concerned has contended that the findings of the Enquiry Officer are perverse, op-

posed to the evidence and is based on presumptions and assumptions. I have already narrated the statements of witnesses recorded before the Enquiry Officer as well as the written statement of the workman concerned and his co-accused Shri Ashok Kumar, Durwan. From the above statements it appears that the Enquiry Officer has not carefully marshalled the evidence of witnesses recorded before him Shri Ashok Kumar was on duty on 10-4-1983, called Shri Nand Kishore Yadav on some pretext and asked him to take his cycle on which bedding of Shri Ashok Kumar was tagged which contains brass pieces. This is the statements of witnesses recorded before the Enquiry Officer. It appears that the Enquiry Officer has failed to appreciate the statements of witnesses properly and has only tried to implicate Shri Nand Kishore Yadav in the then incident.

20. Workman has relied on Union of India Vs. Goel (AIR 1964 SC p. 364) wherein it has been held—

"Though we fully appreciate the anxiety of the appellant to root out corruption from public service we cannot ignore the fact that in carrying out the said purpose, mere suspicion should not be allowed to take the place of proof even in domestic enquiries. It may be that the technical rules which govern criminal trials in courts may not necessarily apply to disciplinary proceedings, but nevertheless, the principle that in punishing the guilty scrupulous case must be taken to see that the innocent are not punished, applies as much to regular criminal trial as to disciplinary enquiries held under the statutory rules."

In case of Anil Kumar Vs. Presiding Officer and others (1986-I-LLJ p. 101). The Hon'ble Supreme Court held under :—

"We have extracted the charges framed against the appellant. We have also pointed out in clear terms the report of the Enquiry Officer. It is well settled that a disciplinary enquiry has to a quasi-judicial enquiry held according to the principles of natural justice and the Enquiry Officer has a duty to act judicially. The Enquiry Officer did not apply his mind to the evidence. Save setting out the names of the witnesses, he did not discuss the evidence. He merely recorded his ipse dixit that the charges are proved. He did not assign a single reason why the evidence produced by the appellant did not appeal to him or was considered not credit worthy. He did not permit to peep into his mind as to why the evidence produced by the management appealed to him in reference to the evidence produced by the appellant. An enquiry report in a quasi-judicial enquiry must show the reason for the conclusion. It cannot be an ipse dixit of the Enquiry Officer. It has to be a speaking order in the sense that the conclusion is supported by reasons..... Similarly in Mahabir Prasad Vs. State of

Uttar Pradesh (AIR 1970 SC 1302), this Court reiterated that satisfactory decision of a disputed claim may be reached only if it be supported by the most cogent reasons that appealed to the authority. It should all the more be so where the quasi-judicial enquiry may result in deprivation of livelihood or attach a stigma to the character.....".

21. Looking to the facts and circumstances, I am of the opinion that it is not proved that the workman concerned entered the Factory with an ulterior motive or to steal the government property. On the other hand it can be said that Shri Ashok Kumar was the person who got him involved in the incident of theft as it is proved that the cycle belonged to Shri Ashok Kumar and in his bedding the material was found. Therefore I hold that the findings of the Enquiry Officer are perverse, oppose to the evidence and is based on mere suspicion. I hold and decide issues accordingly.

22. So far as the unauthorised entry of the workman Shri Nand Kishore Yadav is concerned, I have already held that he entered the Factory on the initiation and arrangement of Shri Ashok Kumar, who was a Darwan. But certainly it cannot be said that Shri Nand Kishore Yadav entered the Factory authorisedly.

23. Consequently I answer the reference as under:—

That the action of the management of Gun Carriage Factory, Jabalpur (MP) in dismissing the services of Shri N. K. Yadav, with effect 16-4-84 is illegal and unjustified. Therefore it is set aside. However, since it is proved that there was some fault on the part of the workman to enter the Factory without proper permission or authority. He is only entitled to reinstatement in service with continuity of service, but without back wages from 16-4-84 till the date of this award. No order as to costs.

Y. S. YADAV, Presiding Officer

[No. L-13012/9/85-D.II(B)]

HARI SINGH, Desk Officer

नई दिल्ली, 19 अगस्त, 1988

का. प्र. 2665--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै० दिल्ली का जमदोबा 6/7 पिट्स कोलियरी के प्रबन्धन में सम्बद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं० 1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार का 10-8-88 को प्रस्तुत था।

New Delhi, the 19th August, 1988

S.O. 2665.—In pursuance of section 17 of the Industrial Disputes Act, 1947, (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1) Dhanbad, shown in the Annexure in the Industrial Dispute between the employers in relation to the Jamadoba 6/7 pits Colliery of M/s. TISCO and their workmen, which was received by the Central Government on the 10th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD.

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 23 of 1982.

PARTIES :

Employers in relation to the management of Jamadoba 6/7 Pits Colliery of M/s. Tata Iron and Steel Company Ltd.

AND

Their Workmen.

APPEARANCES :

For the Employers : Shri S. S. Mukherjee, Advocate.

For the Workmen : Shri B. N. Sharma, Joint General Secretary, Janta Mazdoor Sangh.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 18th July, 1988

AWARD

By Order No. L-20012 (426)/81-D.III(A), dated, the 19th February, 1982, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Sec. 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of Jamadoba Colliery of Messrs Tata Iron Steel Company Ltd., Post Office Jamadoba, District Dhanbad in dismissing Shri Budhan Singh, Miner from service with effect from the 30th July, 1980 is justified? If not, to what relief in the workman concerned entitled?"

2. The case of the management, as appearing from the written statement submitted, bereft of details, is as follows :—

Budhan Singh, the concerned workman was employed as a Miner at 6 & 7 Pits Colliery of M/s. Tata Iron and Steel Company Ltd. Janta Mazdoor Sangh was/is neither the recognised nor a representative union functioning in the collieries run by the Tata Iron and Steel Company Ltd. and it is not known whether the concerned workman was a member of the above union at the relevant time. He abused and assaulted Kailash Prasad, an employee of the management on 18-2-1980 within the premises of 6 & 7 Pits Colliery. For the above act of misconduct a chargesheet dated 2/3-4-1980 was issued to him to which he submitted an explanation dated 5-4-80 denying the charge. His explanation having been found to be unsatisfactory a domestic enquiry was held. He participated in the domestic enquiry and cross-examined the witnesses for the management and also examined himself and defence witness. In the above domestic enquiry the misconduct mentioned in the chargesheet was satisfactorily established against him and since the misconduct was very grave and serious he was dismissed from service by letter dated 23-7-80 issued by the Agent, Jamadoba Group of collieries with effect from 30th July 1980. In the context of facts and circumstances stated above the management submits that dismissal

of the concerned workman from service with effect from 30-7-80 is justified and that he is not entitled to any relief.

3. The case of the concerned workman, as appearing from the written statement submitted by the sponsoring union, Janta Mazdoor Sangh, details apart, it as follows :

Budhan Singh was working as Miner in 6 & 7 Pits Colliery of M/s. Tata Iron & Steel Co. Ltd. He was employed in 1960 and since then he was in continuous service. The terms and conditions of service have been defined in certified Standing Order of the Company, certified under the Industrial Employment (Standing Orders) Act. He and other workmen of 6 & 7 Pits Jamadaha Colliery filed written complaint regarding the violent and illegal act of Kailash Prasad, the local Branch Secretary of Rashtriya Colliery Mazdoor Sangh, but as the Manager of the Colliery favoured Kailash Prasad, all complaints had been suppressed and he had been arbitrarily singled out for victimisation. He denied the charges levelled against him by explaining to the chargesheet. In the explanation he has stated that as the matter in dispute is not connected with the discharge of duties of workmen, this was beyond the scope and jurisdiction of the management to frame charge under Clause 19(5) of the certified Standing Order. He has further contended that the enquiry was not held in accordance with the principle of natural justice and that the enquiry was quite unfair, unjust and improper and the charge levelled against him had not been established by legal evidence. In the circumstances, the union has demanded that the concerned workman should be reinstated in service with full back wages.

4. The question of fairness and propriety of the domestic enquiry was taken up as a preliminary issue by my predecessor-in-office. By order dated 5-5-84 my predecessor in office held that the concerned workman was not given fair opportunity to cross-examine the witnesses for the management with the active assistance and participation of his co-worker and representative Md. Aurangzeb nor was he given a fair opportunity to examine all his witnesses in defence. In the circumstances he was constrained to hold that the domestic enquiry was not held fairly and properly and gave the management opportunity to lead fresh evidence to substantiate the charge levelled against the concerned workmen on merits.

5. The management has availed itself of the opportunity given and examined four witnesses and relied on the documentary evidence adduced during hearing on preliminary issue. On the other hand, the concerned workman has examined himself and his co-worker Md. Aurangzeb and relied on the documentary evidence adduced during the hearing on preliminary issue.

6. Sri S. S. Mukherjee, Advocate for the management has contended that although the fairness and propriety of domestic enquiry has been held to be unfair and improper, notwithstanding, the manage-

ment by adducing evidence at the time of hearing the matter on merits has amply proved the charge levelled against the concerned workmen. In the circumstances he has submitted that the action taken by the management against the concerned workman in dismissing him from service be held to be justified.

7. Sri B. N. Sharma, representative of the sponsoring union has contended that the charge was framed almost 45 days after the alleged occurrence and in the circumstances it is the duty of the management to explain the delay in framing the charge. He has submitted that the management has failed to explain the delay which by itself introduces an element of falsity in framing the charge. He has contended that evidence laid by the management is bristly with inconsistency and inaccuracy and hence according to him, the charge has not been proved at all. He has pointed out that the letter of complaint on the basis of which the charge was framed has not been produced by the management with the result that the very basis for proceeding against the concerned workman is non-est. He has concluded by submitting that since the charge has not been established, the concerned workman is entitled to get reinstatement in service with full back wages.

8. The sheet anchor of the case of the management against the concerned workman is the charge levelled against him. This being so, it is necessary to recount the charge and the reply submitted thereto by the concerned workmen. I re-produce herein below the charge framed against the concerned workman :—

"You are hereby asked to show cause why disciplinary action should not be taken against you under Clause 19(5) of the Standing Orders for the following misconduct.

It has been reported by Shri Kailash Prasad that on 18-2-80 at about 10.00 a.m. while he was discussing with the then Ag. Manager regarding Casual leave, you along with other Miners entered into the Manager's Office and enquired about the decision for granting Casual Leave. Sri Kulwant Singh, who happened to be there told them that the Casual leave will be granted. You turned towards Shri Kailash Prasad and told at the top of your voice 'Management ke sath agreement Kiya Hai our Casual Leave kha gaya hai, Sala Beti Chod.'

You came out of Office of the yManager. Sri Kailash Prasad also came out. While going towards the lamp cabin you threatened and abused Sri Kailash Prasad uttering 'MADHARCHOD TUMKO KAT KAR PHENK DENGE'. After some time you along with other Miners came back from the pit top and assaulted Sri Kailash Prasad with a stick. Sri Kailash Prasad was rescued and taken to the office of the Welfare Office and you were shouting at the top of your voice 'NIKLO SALA ABHI PHIR MARENGE'. Thus the above acts amounts to be riotous disorderly and indecent with Sri Kailash Prasad on you part.

You are allowed 72 hours from the date of receipt here to give your explanation.

Any representation that you may make in this connection will be taken into consideration before passing orders.

Dated 2/3-4-1980".

9. The concerned workman submitted his explanation denying the charge. Some excerpts from his explanation are gleaned hereinbelow :

"I specifically deny having indulged in abusive and vulgar language as specified in the charge sheet. The charge of assault is also denied.

I assert that this is beyond the scope and jurisdiction of the Management to invoke Clause 19(5) of its certified Standing Orders on the facts and circumstances of the instant case and to initiate departmental proceedings for the threatened action.

This is quite manifest from the very description of the charge sheet that the charge of alleged misconduct has not permeated in connection with the discharge of duties or any matter incidental thereto. The entire alleged occurrence discloses that in course of trade-Union activities concerning implementation of the terms of settlement of National Coal Wage Agreement No. 2, some discussion took place with the local Trade Union Secretary Sri Kailash Prasad. The Management has no 'Locus-Standi' to frame charge, men of their rightful claim of casual leave in collusion with the local Secretary who was acting as a 'Chamcha' of the management.

This is true that for his failure to deliver goods and for sabotaging the legal benefits of Workmen in general members workmen of the Trade-Union took him to task in the capacity of a member of the union.

The above action is not even remotely connected with the business of the company or with regard to the discharge of duties. Wages are paid for work done by workmen and taken by company. Thus the Management has no 'Locus-Standi' to frame charge.

I maintain that this is an interference in the trade-union activities which amounts to an unfair-labour practice on the part of the Management. The activities of Sri Kailash Prasad proved as a very strong and durable prop for the management and became extremely platable and the Management provided an umbrella to him for victimising and crushing the workmen who resorted to peaceful agitation.

A number of complaints have been filed against Sri Kailash Prasad who left his duty from Magazine and did not do any work but due to the above reasons no action has been taken and the entire matter has been suppressed, which is quite unfair and unjust."

10. It appears from the charge that the occurrence allegedly took place on 18-2-80 at about 10 A.M., but the charge was framed against the concerned workman on 2/3-4-80 by the Manager. 6 & 7 Pits Colliery (Ext. M-1). Thus, it is obvious that charge

was framed against the concerned workman almost 45 days after the alleged occurrence. In the circumstances I consider that the management has a duty to explain the delay in framing the charge. But there is no evidence on record to indicate that the management has explained the delay in framing the charge. Although management could not explain the delay in framing the charge, it cannot be automatically presumed that the charge is false, but it may become a matter to write home about.

11. The pith and marrow of the charge against the concerned workman is misconduct within the meaning of Clause 19(5) of the Standing Order. The relevant Clause 19(5) of the Standing Order (Ext. M-15) reads as follows :

"Drunkenness, fighting, riotous or disorderly or indecent behaviour."

The Standing Order is presumably based on Model Standing Order for Industrial Establishment in Coal Mines. The corresponding provision of Model Standing Order for Industrial Establishment in Coal Mines is enshrined in Clause 17 which deals acts of misconduct and the corresponding provision is provided in Clause 17(e) which reads as follows :-

"Drunkenness, fighting or riotous, disorderly or indecent behaviour while on duty at the place of work."

Thus, it is seen that in the Standing Order prescribed by the company the portion while on duty at the place of work has been stricken out. Even so, the entire provision of Clause 17(c) of the Model Standing Order for Industrial Establishment in Coal Mines must be considered while dealing with the present case.

12. Admittedly, Kailash Prasad was the local Branch Secretary of Rashtriya Colliery Mazdoor Sangh in 6 & 7 Pits Colliery and MW-3 Kulban Singh was the Vice-President of the Branch Union at the relevant time. Kailash Prasad has examined himself as MW-2 in this case. He has admitted in cross-examination that he did not make any complaint to the police or to the local Gram Panchayat for the occurrence and that exactly on the date of occurrence he wrote to the Manager narrating the occurrence and that he has not produced the letter of complaint which he made over to the Manager. It appears from the chargesheet that it was issued on the basis of a report. Since the management has not spared any pains to explain the basis of formation of charge, it can be presumed that it was issued on the basis of complaint of Kailash Prasad. But this letter of complaint has not been filed before this Tribunal. Letter of complaint is the bed rock of the charge and this not being produced the entire edifice of the charge of misconduct against the concerned workman by the management stands on a very vulnerable grounds.

13. As I have stated earlier, Kailash Prasad was the local Branch Secretary of the Rashtriya Colliery Mazdoor Sangh at the relevant time. The evidence on record amply establishes the position that the concerned workman was a member of Janta Mazdoor Sangh

in the colliery, a rival union. MW-2 Kulban Singh was the Vice-President of Rashtriya Colliery Mazdoor Sangh at the relevant time. The sponsoring union of the concerned workman has complained in the written statement that the concerned workman and others filed written complaint regarding violent and illegal acts of Kailash Prasad, but the Manager of the Colliery had suppressed all such complaints in order to favour Kailash Prasad, and the concerned workman had been singled out for victimisation.

14. There is no dispute that a trouble was brewing in the colliery over the issue of casual leave. MW-3 Kulban Singh has admitted that according to N.C.W.A. casual leave was made admissible to workmen and that it was to become due with effect from January, 1980. Kulban Singh has further stated that the workmen became restive and was clamouring for casual leave and that the management wanted sometime to take a decision with regard to modalities for enforcement of provision of casual leave and that over the issue a trouble was brewing in the colliery and as the sequel the occurrence took place. These facts and circumstances must be kept in view while considering the charge against the concerned workman.

15. According to the charge framed the alleged occurrence took place in two stages on 18-2-80 at about 10 A.M. The charge spells out that in the first stage on 18-2-80 at 10 A.M. while Kailash Prasad was discussing with the then Acting Manager regarding casual leave, the concerned workman along with other miners entered into the Manager's Office and enquired about the decision for granting casual leave. The charge further states that Kulban Singh who happened to be there told the concerned workman and associates that the casual leave would be granted and that the concerned workman turned towards Kailash Prasad and told him at the top of his voice "Management ke sath agreement Kiya Hai our Casual Leave kha gaya hai, Sala Beti Chod". Thus, it is seen that the first part of the charge spells out that the concerned workman abused Kailash Prasad in presence of Acting Manager. It transpires from the evidence that Rajendra Kumar was the Acting Manager at the relevant time. This Rajendra Kumar has not been examined in this case. MW-1 S. K. Sharma, Personnel Officer of 6 & 7 Pits Colliery of M/S. TISCO in 1980 has come forward presumably to cover up the non-examination of Rajendra Kumar by the management. He has admitted that he was not present in the Manager's office right from the beginning of discussion that Kailash Prasad was having with the manager but when he heard hue and cry from his office he rushed to the manager's office and the concerned workman hurling threat to Kailash Prasad. He has further stated that when he rushed to the manager's office he saw Mr. Kumar coming out of his office and when accosted Mr. Kumar told that Budhan Singh and Kailash Prasad were fueding over casual leave issue. Thus, the evidence of S. K. Sharma does not establish the fact that the concerned workman abused Kailash Prasad in filthy language in manager's office. Instead, he has replaced the story of abuse by story of threat which is not even the case of the management.

This being so, the evidence of this witness is of no avail to the management in so far as the charge is concerned.

16. The second part of the charge against the concerned workman spells out the concerned workman came out of the office of the manager and while going towards the lamp cabin threatened Kailash Prasad uttering "MADHARCHOD TUMKO KAT KAR PHENK DENGE", and after sometime he along with other miners came back from the pit top and assaulted Kailash Prasad with a stick and Kailash Prasad was rescued and taken to the office of Welfare Officer and he shouted at the top of his voice "NIKLO SALA ABHI PHIR MARENGE".

The second part of the charge indicates that the concerned workman further abused Kailash Prasad and assaulted him with a stick. Both Kailash Prasad and Kulban Singh have stated that former was abused in the manager's office by the concerned workman and that the concerned workman further abused him and assaulted when he came out of the manager's office. But it is not fair and proper to come to a firm conclusion over the occurrence by solely relying on the evidence of these two witnesses because of the fact that both of them belonged to Rashtriya Colliery Mazdoor Sangh at the relevant time and that both of them held very important position in the union and that the concerned workman was a member of the rival union and in the circumstances there is reason for both these witnesses for the management to implicate the concerned workman on a false charge on account of trade union rivalry. As a matter of fact the evidence on record indicates that Janta Mazdoor Sangh alleges that both Kulban Singh and Kailash Prasad were favoured by the management. The other witness of the occurrence is MW-4 Paresh Nath. He has claimed to be on duty at Manager's office in the winter month in 1980 and that he saw the concerned workman abusing Kailash Prasad and later saw him also abusing and assaulting Kailash Prasad. But this witness was not examined by the management in domestic enquiry. The reason for his non-examination in domestic enquiry even though he is claimed to be an eye witness has not been offered by the management. In the circumstances the evidence of this witness does not inspire any confidence.

17. MW-2 Kailash Prasad has stated that on the date of occurrence he had been to the dispensary of the colliery and Das Sahab was the Medical Officer of the dispensary and he had his injury examined by him. He has further stated that Dr. Das gave him some medicines, but he did not require of him the prescription thereof. The management has not produced the injury register or injury report of the doctor. WW-1 Md. Aurangzeb who is Working President of Janta Mazdoor Sangh in the colliery, has asserted in his examination-in-chief that Dr. Abhijit Kumar Sarkar was the attending physician at the dispensary of the colliery on 18-2-80 and in or about 1975 Dr. Bijoy Das retired from the service of the colliery. The management could not disprove this part of his evidence by cross-examination. The management has failed to produce any cogent evidence to establish the

fact that Dr. Bijoy Das was the attending physician at the dispensary of the colliery as the relevant time. This being so, the evidence of Kailash Prasad with regard to his treatment in the colliery dispensary by Dr. Das is not worthy of credence.

18. In order to establish misconduct on the ground of riotous, disorderly or indecent behaviour the management must perforce prove that this misconduct was made while on duty at the place of work. There is no vestige of evidence on record to indicate that the concerned workman was on duty at the relevant time.

The allegation of misconduct of riotous behaviour is sustainable when it is proved that the concerned workman with a gang of four or more persons did something with the object of doing illegal act by applying criminal force. There is nothing in evidence to indicate that the companions of the concerned workman associated with him, with the object of doing illegal act by applying criminal force.

19. 'Disorderly behaviour' means violation of public peace, safety or order by such behaviour. There is no evidence on record to indicate that the concerned workman violated public peace, safety or order by his behaviour. None of the witnesses for the management has complained that the concerned workman by his act violated public peace, safety or order. No member of the public has been examined to vouch for the fact that there was a violation of public peace, safety or order by conduct of the concerned workman.

20. None of the witnesses of the management has given evidence as to the exact abusive words used by the concerned workman to Kailash Prasad. All of them have stated that he used abusive filthy language. Decency varies from person to person and from one class of people to another. It all depend upon sophistication of mind. There is no evidence to indicate that in the ordinary parlance of toiling people the words allegedly used by the concerned workman to Kailash Prasad are considered indecent.

21. In the circumstances the inescapable conclusion is reached that the management has failed by leading evidence to bring the charge home to the concerned workman. Accordingly the dismissal of the concerned workman from service is held to be unjustified.

22. Hence, the following award is rendered—the action of the management of Jamadoba Colliery of M/s. Tata Iron & Steel Co. Ltd. in dismissing Budhan Singh, the concerned workman, Miner, from service with effect from 30-7-1980, is not justified. Budhan Singh, the concerned workman is entitled to get reinstatement in service with full back wages from the date of his dismissal from service. The management is directed to give effect to this award within two months from the date of its publication.

In the circumstances of the case I award no cost.

S. K. MITRA, Presiding Officer.

[No. L-20012(426) 81-D/II(A) D.IV(AR)]

का. प्र. 2666.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार, में बी. सी. एल. का मुल्लिदीह 20/21 पिट्स कोलिरी के प्रबंधन 2126 GI/88—11

संघ निरीक्षकों और उनके कर्मचारियों के बीच अनुबंध में निषिद्ध औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (संघर्ष 1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-8-88 को प्राप्त हुआ था।

S.O. 2666.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Industrial Tribunal No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Murulidih 20/21 Pitts Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 8th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 26 of 1984

Parties :—Employers in relation to the management of Murulidih 20/21 Pitts Colliery of M/S. B.C.C.L.

AND

Their Workmen

Appearances :

For the Employers.—Shri G. Prasad, Advocate.
For the Workmen.—Shri D. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 27th July, 1988

AWARD

By Order No. L-20012(97) D.III(A), dated, the 28th April, 1984, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Sec. 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication :

"Whether the demand of the workmen of Murulidih 20/21 Pitts Colliery of Messrs Bharat Coking Coal Limited for reinstatement of Shri Daula Mia, Multi-skilled worker who was dismissed from service from 27-7-79, is justified keeping in view his acquittal by the Judicial Magistrate 1st Class, Baghmara at Dhanbad in Judgement dated 25-4-81. If so, to what relief is the said workman entitled and from what date ?"

2. The case of the concerned workman, Daula Mia as appearing from the written statement submitted on his behalf by the sponsoring union, Colliery Mazdoor Sabha of India, details apart, is as follows :

The concerned workman, Daula Mia had been working as permanent Multi-skilled worker in 20/21 Pitts Murulidih Colliery of M/s. B.C.C. Ltd. for long. He was the local Branch Secretary of Colliery Mazdoor Sabha of India. The local management was very much biased and prejudiced against him for his trade union activities. On 31-1-79 he called at the office

of the Manager with a list of 13 tyndals for their regularisation. He objected to the employment of contract labour in perennial nature, but the Manager instead of discussing the issue with him, insulted him in presence of the contractor and forcibly ousted him from the office with the help of contractor. The management, in order to cover up its illegal act, issued a false chargesheet against him alleging that he assaulted K. L. Ojha, the Manager. A criminal case was also lodged against him by the management for self-same occurrence and on charge of having assaulted K. L. Ojha. However, he replied to the false and frivolous chargesheet. The management was pre-determined to dismiss him from service, appointed Shri B. M. Lal, Deputy Personnel Manager as Enquiry Officer and held perfunctory departmental enquiry. He vehemently protested against the appointment of Shri B. M. Lal as Enquiry Officer because Shri Lal had antipathy for Colliery Mazdoor Sabha of India. But the biased and prejudiced management did not pay any heed and conducted empty formalities of domestic enquiry. In the so-called domestic enquiry he was not given full chance to cross-examine the witnesses for the management and to adduce defence witnesses. Shri S. K. Banerjee, Personnel Manager, was appointed Presenting Officer by the management, and the Enquiry Officer Shri B. M. Lal was subordinate to him and acted at the instance of Shri S. K. Banerjee. Shri S. K. Banerjee also figured as management's witness. It is alleged that there is discrepancy in the evidence of the witnesses for the management. Anyway, he was found guilty of the charges in the invalid and irregular enquiry and dismissed from service with effect from 6-8-1979.

The concerned workman has been acquitted of the charges arising out of the self-same occurrence in criminal case bearing No. 598/1979 which correspondences to T. R. No. 246 of 1981 by the Judicial Magistrate 1st Class Baghmara. It has been asserted that the dismissal of the concerned workman from service by management on the basis of charge framed against him was illegal, arbitrary, unfounded and against the principle of natural justice. In the circumstances, it has been proved that the concerned workman be reinstated in service with full back wages.

3. The case of the management as appearing from the written statement submitted, briefly stated, is as follows :

The occurrence which ultimately led to the present reference is that on 31-3-79 at about 9.30 A.M. the concerned workman went to the office of Shri K. L. Ojha, Manager, 20/21 Pits Murulidih Colliery with some papers. The Office Peon at Manager's office asked him to hand over the papers to him (Peon) for producing the same before the Manager. But the workman concerned threatened the peon and the Manager who was overhearing the altercation, advised the concerned workman to hand over the papers to the Peon and wait outside. But the concerned workman became more enraged, forcibly entered the office of the Manager, shouted at him, dragged him from Chair with a view to throw him down and pulled him by the collar of his shirt, tore his shirt and gave him two blows on the face. Some persons intervened in the matter and rescued the Manager and had they not done so, the Manager would have been seriously assaulted by the

concerned workman. They above acts constituted serious misconduct. He also absented from duty without information to the management. In the circumstance, chargesheet dated 31-3-79 was issued against the concerned workman. He was simultaneously suspended from service pending enquiry and was directed to explain in writing within 48 hours of receipt of the chargesheet as to why disciplinary action should not be taken against him. He replied to the charge on 6-4-79, but that was not found satisfactory. It was decided to conduct domestic enquiry against him. Shri B. M. Lal, Dy. Personnel Manager, was appointed Enquiry Officer to conduct the domestic enquiry into the charges levelled against him and Shri S. K. Banerjee, Personnel Manager, Mahuda Area, was appointed Presenting Officer for the management. The Enquiry Officer held the enquiry on different dates. The witnesses for the management were examined in his presence and he was given full opportunity to cross examine those witnesses. He was also given opportunity to examine himself and also to examine witnesses on his behalf. He availed himself of the opportunity. The Enquiry Officer found him guilty of all the charges levelled against him. The enquiry report was thoroughly examined by the Area Manager Technical who concurred with the findings of the Enquiry Officer and recommended his dismissal from service. The General Manager concerned agreed with the findings and passed an order for his dismissal. He was chargesheeted for (i) insubordination, (ii) habitual absence without leave and justifiable cause and (iii) riotous behaviour. These charges cannot be subject-matter of the proceedings before a criminal court. It has been asserted that although he was acquitted in a criminal proceeding the decision of the criminal court does not affect the validity of his dismissal as a result of domestic enquiry proceeding. In the circumstances, it has been proved that the action of the management in dismissing him from service is justified.

4. The question as to the fairness and propriety of domestic enquiry was decided and disposed of as preliminary issue. It was held that the domestic enquiry was fair and proper. Thereafter the reference case was heard on merits.

5. At the time of hearing the management relied on domestic enquiry proceedings which have been marked Exts. M-1 to M-2/3. The concerned workman has produced photo copy of the Judgement of criminal case bearing G. R. Case No. 598/1979 corresponding T. R. No. 246/1981 which has been marked Ext W-1. During preliminary enquiry the management examined Enquiry Officer, Shri B. M. Lal who figured as MW-1 and the concerned workman examined himself.

6. Shri G. Prasad, Advocate, for the management has contended that occurrence which led to the domestic enquiry and the charges brought against the concerned workman have been proved to the hilt and since the charges against him were of the nature of serious misconduct, his services were terminated by a competent person. He has further contended that although there appears some mistake in the quotation of clauses of charges under Standing Order, the concerned workman was not prejudiced in his defence thereby in the least and hence the findings of the Enquiry Officer with regard to the charges are sustainable.

7. Shri D. Mukherjee, Advocate, for the concerned workman has contended that the concerned workman was dismissed by an unauthorised person and that the charges of wilful insubordination riotous behaviour and habitual absence from duty without leave and justifiable cause have not been proved at all. He has criticised the enquiry report of the Enquiry Officer and alleged that the Enquiry Officer held a make-belief enquiry and held the concerned workman guilty of the charges without applying his mind and adverting to evidence. He has concluded his argument by submitting that in such circumstances the charges levelled against the concerned workman are not sustainable and consequently the order of dismissal must be sent aside and the concerned workman should be reinstated in service with full back wages.

8. In order to consider and decide the dispute aired in this reference it is necessary to state at length or re-produce the charges levelled against the concerned workman and his reply thereto. I re-produce hereinbelow the charges with which the concerned workman was arraigned :

"March 31, 1979.

I has been reported against you as under:

That on 31-3-79 at about 9.30 A.M. you went to the office of Sri K. L. Ojha, Manager, 20/21 Pits with some papers. The Office Peon told you to hand over the paper to him for placement before the Manager but you threatened the Peon that you must allow him to enter the office. Thereupon the Manager, Shri Ojha advised you to hand over the paper to the Peon and wait outside but you get all the more enraged and forcibly entered the Office, shouted at him, dragged the chair on which he was sitting with a view to throw him down, pulled him by the collar of his shirt, tore his shirt, gave two blows on his face. Immediately some persons intervened in the matter and rescued Sri Ojha from your hands. Had they not done so, you would have seriously assaulted him.

Previously also you misbehaved with so many Officers/Supervisory staff for which you have been warned. Further from the records it has been found that in the month ending 25-1-79, you attended duty only 4 days i.e. on 25-1-79, 29-1-79, 9-2-79 and in the month ending 15-3-79 you did not attend duty even for a single day and you are absenting from duty since 11-2-79 without information and permission of the Management.

The above action of yours tentamounts to misconduct under the following clauses of the Standing Order.

- (1) 17 (i) (c)—for insubordination.
- (2) 17 (i)(r)—for riotous behaviour.
- (3) 17 (i) (d)—for habitual absence without leave and justifiable cause.

You are directed to explain your conduct within 48 hours of the receipt of this chargesheet so as to why disciplinary action should not be taken against you for the above misconducts:

You are suspended pending enquiry."

It appears from the charge that paragraph 3 mentions the dates on which the concerned workman remained absent from duty without information and permission. Paragraphs 4 and 5 pin point the charges of misconduct with reference to the clauses of the Standing Order which are as follows : —

- (i) 17(i)(c)—for insubordination.
- (ii) 17(c)(r)—for riotous behaviour.
- (iii) 17(i)(d)—for habitual absence without leave and justifiable cause.

Thus, it is obvious that the charges have been specified by reference to clauses of Standing Order and also by elucidation and description.

9. It is worthwhile to mention here that undeniably Model Standing Orders for Industrial Establishment in Coal Mines are applicable to Muruhidih 20/21 Pits Colliery.

Clause 17(i)(c) of the Standing Orders runs as follows :

'Wilful insubordination or disobedience, whether alone or in conjunction with another or others, or of any lawful or reasonable order of a superior. The order of the superior should normally be in writing.'

Clause 17(i)(r) reads as follows :

'Threatening, abusing or assaulting any superior or co-worker.'

But in the chargesheet description and elucidation of the misconduct have been given as riotous behaviour which comes under Clause 17(i)(e) of the Standing Orders and runs as follows :—

'Drunkenness, fighting or riotous, disorderly or indecent behaviour while on duty at the place of work.'

Other charge specified in the chargesheet is under Clause 17(i)(d) which runs as follows :

'Habitual late attendance and habitual absence without leave or without justifiable cause.'

In the chargesheet no charge was framed with regard to habitual late attendance, but charge with respect to habitual absence without leave or justifiable cause has been framed. It is really amazing to find that the Enquiry Officer simply stuck to the error in the matter of citation of charges by clauses of Standing Order in his enquiry report. This means that he has simply cited the erroneous quotation of clause numbers of Standing Order as appearing in the charge framed in his enquiry report without sparing any pain to correct the citation of clause numbers in his report. Anyway, the concerned workman submitted written reply to the charges levelled against him. Some excerpts from his explanation are gleaned herebelow :

"Sri Ojha and some of the officers of the organisation are very much biased and prejudiced against our union members and hence you are always on the look out to terrorise our union members to crush our union.

The whole thing round about the Contract Labour engaged by the Local management in permanent and perennial nature of job in violation of the Contract Labour Abolition and Regulation Act and against the policy decision of M/s. B.C.C. Ltd.

That the local management in violation of the settled principle of M/S. B.C.C.L. and law engaged contract labour in Tyndal work with an ulterior purpose to earn illegal money from the contractor.

That I on behalf of my union since long started agitation for the abolition of the contract system which infuriated (infuriated) the local officials for the reasons mentioned above.

That on 31-3-79 I went to see the manager with a list of 13 tyndal mazdoors who are working since long as contractor's workers in the permanent nature of job with a demand to abolish the dubious contract system and to regularise the workmen as an employee of M/s. B.C.C. Ltd.

That, shocking enough when I went to see the manager with the concerned tyndels mazdoors the manager without seeing anything flatly and rudly ordered me to get out in presence of all the concerned workmen.

That as an employee of the concern I with great pain digested the insult and requested the manager to receive the memorandum of demand and to give me some time to have discussion in the issue.

That, in the meantime Hanif Khan and Ajit Bose entered the manager's office while I along with 13 workmen standing outside the manager's office.

That, in presence of the above-mentioned two contractors the manager called me to hand over the charter of demand but to utter surprise as soon as I entered the office the manager started abusing me in most filthy language.

I with great pain in my mind protested against the inhuman behaviour of the manager and asked the manager not to use such abusing language, but my repeated request failed to full on the determine deaf ear of the manager.

I was dragged out side the manager's office as the manager caught hold of my neck as the two contract (contractors) assaulted me with first and shoe in presence of the labour and also snatched away nine hundred rupees from my.....which I have got by subscription from the labours to attend the C.I.T.U. conference at Madras by Sri Javad Mia.

That, it may not be out of place to mention that I was suffering from illness since long time and due to the sicurese (?) this day (?) I was not feeling well and I was also physically handicapped to perform any hazardour (hazardous) and ardeors (arduous) nature of job.

That, ultimately when my health condition deteriorated I reported for my treatment at colliery dispensary and I was advised by the doctor to take rest.

10 Thereafter he has denied the allegation of insubordination and the occurrence of assault on the manager as alleged in the chargesheet. He has also denied that earlier he has manhandled with any officer or superior staff.

11. Admittedly, K. L. Ojha was the manager of Murulidin 20/21 Pits Colliery when the occurrence allegedly took place on 31-3-79 at about 9.30 A.M. It is an undeniable fact that the concerned workman was a permanent Multi-skilled workman of the colliery and local Branch Secretary of the Colliery Mazdoor Sabha of India. It appears that on 31-3-79 at about 9 a.m. the concerned workman went to the office of Sri K. L. Ojha, Manager of the colliery with some papers. The concerned workman has stated that he went to the office of the Manager with some papers in order to discuss the issue of appointment of some Tyndals by contractors. The chargesheet spells out that the Manager advised him to hand over the papers to the Peon and wait out side. But the concerned workman forcibly entered the office, shouted at him dragged him, assaulted him and tore his shirt. From these facts the charge for insubordination under clause 17(i)(c) of the Standing Order was framed. The Enquiry Officer has stated in his report that K. L. Ojha also advised him to hand over the papers to him, but not withstanding the above the concerned workman forcibly entered the office. Nabi Mia who is a defence witness also stated in his deposition during the enquiry that Sri K. L. Ojha told him 'Hatoo Hatoo,' 'Abhi Aur Koi Kam Nahi Hoga'. According to the Enquiry Officer this shows that the concerned workman entered the office against the instruction of the Manager and such action on his part constitutes misconduct for insubordination. It has escaped the attention of the Enquiry Officer that Clause 17(i)(c) of the Standing Order envisages that wilful insubordination or disobedience constitutes misconduct and that the order of the superior should normally be in writing. "Wilful" means that the act is done deliberately and intentionally and not by accident or inadvertance, but so that the mind of the person who does the act goes with it. In the instant case admittedly Sri Ojha did not issue any order in writing to the concerned workman. I have stated that it is the case of the concerned workman that he went to the office of the Manager with some papers in order to discuss the issue of appointment of Tyndals by Contractors. There is nothing in evidence to indicate that Sri Ojha was pressed hard with official work of much moment at the relevant time. Still then he refused to meet the concerned workman who was local Branch Secretary of the Colliery Mazdoor Sabha of India and addressed him, to my mind, not politely but rather imperiously by saying 'Hatoo Hatoo'. As a matter of fact he did not forbid the concerned workman from entering into his office. He simply asked him to hand over the papers and wait out-side. In the circumstance there was no reason for the Enquiry Officer to hold that the conduct of the concerned workman constituted misconduct for insubordination. Hence, I come to the conclusion that the findings of the Enquiry Officer that the concerned workman was guilty of misconduct for insubordination must founder on the ground.

12. The Enquiry Officer has also found the concerned workman guilty of the charge of riotous behaviour. In order to consider this aspect of the charge it is necessary to re-state once again the relevant clause of the Standing Order. Clause 17(i)(e) runs as follows :

"Drunkenness, fighting or riotous, disorderly or indecent behaviour while on duty at the place of work".

Admittedly, the concerned workman was not on duty on the date of occurrence i.e. on 31-3-79. Hence, the allegation of riotous behaviour is not sustainable against him. That apart, there is no evidence on record that the concerned workman barged into the office of the Manager with a gang of four or more with object of doing illegal act by applying criminal force. This aspect of the matter has not been considered by the Enquiry Officer at all with the result that his findings against the concerned workman of misconduct for riotous behaviour is not sustainable. Now, I will consider the last charge under clause 17 (i)(d) for habitual absence without leave or justifiable cause against the concerned workman. The Enquiry Officer has held that the charge of habitual absence without justifiable cause or leave and also for absence from 11-2-79 to 20-2-79 is established.

Sri S. K. Banerjee was the Personnel Manager of the colliery and Presenting Officer of the management. He was examined in the domestic enquiry. He has stated that the concerned workman got only four days attendance in January, 1979 and that he absented from duty from 11-2-79 to 31-3-79 without information and permission and without reasonable cause. This is a travesty of fact, by application dated 2-4-79 the concerned workman informed the management that he was having treatment for his ailment between 21-2-79 to 27-2-79 and that since his treatment was not showing any result he was desirous of getting further treatment from other doctor and that he would not report for duty till his treatment was completed. The concerned workman has also stated that he was under going treatment at Central Hospital for 28-2-79 to 20-4-79 and that on 7-4-79 he was not feeling well and got treatment from Dr. Misra of the colliery dispensary. It appears that Dr. Misra simply reported that the concerned workman was not so ill as to render him unable to report for duty. It also appears that at the instance of Sri S. K. Banerjee the doctor sent his Chaprasi to the residence of the concerned workman, but the latter was not found at his residence. It has been concluded by Sri S. K. Banerjee that these facts indicate that the concerned workman was not ill. But the Chaprasi of Dr. Misra was not examined in domestic enquiry and so the statement in writing of Dr. Misra that the concerned workman was not available at his residence is not supported by corroborated evidence. Anyway, the Enquiry Officer has held that since the concerned workman was absent from duty from 11-2-79 to 20-2-79 and since he put in only 73 days in 1978, so the charge against him for habitual absence without leave or justifiable cause has been proved. The attendance of the concerned workman in 1978 has not been made an issue in the chargesheet and the Enquiry Officer was unjustified in considering the attendance of the concerned workman for that year. Simply because the concerned workman was absent from duty from 11-2-79 to 20-2-79 the Enquiry Officer gave a free flight of his imagination and came to the conclusion that the concerned workman was guilty of misconduct of habitual absence without leave or justifiable cause. The evidence on record indicates that the concerned workman was ailing for sometime

past and absented from duty, but did not submit application to the management in proper time. For this omission of his the management had visited him with the scourge job of dismissal from service. This punishment, in my view, flagrantly disproportionate to the misconduct, if there be any at all.

13. It appears that on the self-same occurrence an F.I.R. was lodged with the police and a criminal case bearing G.R. Case No. 598/1979 corresponding to T.R. No. 246 of 1981 under Sec. 448, 353 and 323 I.P.C. was started against him. It further appears that learned Judicial Magistrate 1st Class, Baghmara found the concerned workman not guilty of the offence under Sec 448, 353 and 323 of I.P.C. and acquitted him of the charges, giving him benefit of doubt (Ext. W-1). It is pertinent to mention here that Sri K. L. Ojha did not examine himself in this case.

14. Anyway, I hold that the concerned workman is entitled to be reinstated in service with full back wages from the date of reference. I also hold that he should be treated as on leave without pay from the date of termination of his service till the date of present reference.

15. Accordingly, I render the following award—the demand of the workmen of Murulidih 20/21 Pits Colliery of M.S. Bharat Coking Coal Limited for reinstatement of Daula Mia, Multi-skilled worker, who was dismissed from service from 27-7-1979 is justified. The order of his dismissal from service passed by the management is hereby set aside. The management is hereby directed to reinstate him in service with effect from 28-4-84 i.e. from the date of reference and pay him full back wages for the period. The management is also directed to treat him as on leave without pay from the date of his dismissal from service till the date of reference. The management is directed to give effect to this award within two months from the date of its publication.

In the circumstances of the case, I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012/97/80/D.III(A)/D.IV(A)]
K. J. DYVA PRASAD, Desk Officer.

नई दिल्ली, 19 अगस्त, 1988

का. अ. 2667--उत्प्रवास अधिनियम, 1983 (1983 31) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उत्प्रवास संरक्षी कानूनिक, दिल्ली में श्रमिकों और मंगल सैन दंगरी को 19-7-88 के लिए उत्प्रवास संरक्षी दिल्ली के रूप में नियुक्त करती है

[सं. ए-22012(1)/86-उत्प्र. 2]

अ. क. लुथरा, निदेशक

New Delhi, the 19th August, 1988

S.O. 2667.—In exercise of the powers conferred by section 3, sub-section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri M. S. Tangry, Under Secretary as Protector of Emigrants, Delhi for 19th August, 1988.

[No. A-22012(1)/86-Emig. II]

A. K. LUTHRA, Director

